

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A		PAGE OF PAGES *	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER PR-CI-02-10515		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED	
7. ISSUED BY (Hand Delivered/Overnight Commercial Carriers)		CODE		8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only)			
Environmental Protection Agency Contracts Management Division 4411 Montgomery Road Norwood, OH 45212				Environmental Protection Agency Contracts Management Division 26 W. Martin Luther King Drive Cincinnati, OH 45268			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in item 7 until 11:00 AM local time 8/15/02
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1 All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:		A. NAME RICHARD A. MAKEPEACE		B. TELEPHONE (NO COLLECT CALLS) AREA CODE 513		NUMBER 487-2044		EXT.		C. E-MAIL ADDRESS makepeace.richard@epa.gov	
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (90 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8)		10. CALENDAR DAYS		20 CALENDAR DAYS		30 CALENDAR DAYS		___ CALENDAR DAYS	
		%		%		%		%	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)		AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE		18. OFFER DATE			
AREA CODE		NUMBER		EXT.					
		[]							

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c) () [] 41 U.S.C. 253(c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than item 7)		CODE		25. PAYMENT WILL BE MADE BY	
				CODE:	
				Environmental Protection Agency Research Triangle Park Financial Management Center (D143-02) Research Triangle Park, NC 27711	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA	
				(Signature of Contracting Officer)	
				28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 TYPE OF CONTRACT/TASK ORDERS

This is an indefinite delivery/indefinite quantity task order contract pursuant to FAR 16.504. Work will be ordered by the issuance of task orders.

Task orders may be issued on a firm fixed price (FFP); fixed price level-of-effort (FP-LOE); time & materials (T&M); or, labor hour basis, referred to collectively hereafter as other than cost reimbursement (OTCR).

Task orders may also be issued on a cost plus fixed fee (CPFF), completion or term basis.

For OTCR task orders issued on a noncompetitive basis, the fixed rates specified in Clause B.2 shall be used.

On FP-LOE, labor hour, and T&M task orders, the Government reserves the right to audit accounting records for the purpose of verifying the number of hours provided.

Cost plus fixed fee task orders will follow the procedures listed below:

Individual task orders will be issued on a completion form basis pursuant to FAR 16.306 (d)(1) whenever possible. The completion form is one which describes the scope of work to be done as a clearly defined task or job with a definite goal or target expressed and with a specific end-product required. This form of order requires the contractor to complete and deliver the specified end-product as a condition for payment of the entire fixed-fee established for the order within the estimated cost. The Government can elect to require more work and effort from the contractor without increase in fee provided it increases the estimated cost of the order.

If a completion form task order is not appropriate, a term form task order may be issued, pursuant to FAR 16.306(d)(2). The term form is one which describes the scope of work in general terms and obligates the contractor to devote a specified level of effort for a stated time period. Under this form, if performance is considered satisfactory by the Government, the fixed fee is payable at the expiration of the agreed-upon period, upon contractor certification that the level of effort specified in the task order has been expended in performing the task order work. Renewal for further period of performance is a new acquisition that involves new cost and fee arrangements.

B.2 FIXED RATES FOR SERVICES

The following loaded fixed hourly rates shall be used to establish the price for other than cost reimbursement (OTCR) task orders issued on a non-competitive basis. The fixed rates include the contractor's direct labor, indirect costs and profit.

	CALENDAR YEAR				
	2002/2003	2004	2005	2006	2007

P 4

Project Manager
 Water Resource Engineer
 Environmental Scientist
 Chemist
 Biologist
 Systems Analyst/Programmer

P 3

Environmental Specialist
 Environmental Planner
 Chemist
 Biologist
 Systems Analyst/Programmer
 Graphics/Editorial/Public
 Outreach Specialist

P 2

Water Resource Engineer
 Biologist
 Ecologist
 Systems Analyst/Programmer
 Computer Graphics Designer

P 1

Environmental Specialist
 Environmental Planning Specialist
 Computer Graphics Specialist
 Technical Editor
 Public Education Information
 Specialist

For time and materials and labor hour task orders, the Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual task orders and accepted by the Task Order Manager. The Government shall pay the Contractor for the life of a task order at rates in effect when the task order was issued, even if performance under the task order crosses into another period. The contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all task orders.

B.3 ADDITIONAL LABOR CATEGORIES

The labor categories in Clause B.2 represent the Government's best estimate of the labor categories that will be required in the performance of the statement of work. The Government reserves the right to add labor categories at any time during the contract period. The loaded rates will be negotiated pursuant to the "Changes" Clause

B.4 MINIMUM AND MAXIMUM AMOUNTS (EP 52.216-140) (APR 1984)

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of \$500,000.00. The amount of all orders shall not exceed \$95,000,000.00 (minus \$500,000.00 for each multiple award contract in excess of one).

B.5 ORDERING PROCEDURES

1. Task orders for work described in Attachment 1, Statement of Work, will be competed among the multiple contractors that receive awards resulting from Solicitation No. PR-CI-02-10515 except as provided for in FAR 16.505(b)(2). All contractors shall submit a proposal for each competed task order unless they have an organizational conflict of interest (COI). The contractor shall submit documentation of a COI issue for a determination by the Contracting Officer in sufficient time to allow time for proposal preparation in the event of a negative determination by the CO.
2. Task orders may be term form or completion form. In addition, they may be issued on an OTCR or cost-plus-fixed-fee basis.
3. All contractors will be provided a fair opportunity to be considered for each order in excess of \$2,500 pursuant to FAR 16.505(b). The Contracting Officer may use information available on hand to ensure that each contractor is provided a fair opportunity to be considered. Alternatively, or in

addition, Contractors may be given the opportunity to propose on a given task order by any of the following mechanisms:

- a. The Contracting Officer may telephone contractors to identify resource availability for simple, well-defined tasks which only require the contractor to meet a stated schedule;
 - b. The Contracting Officer may telephone contractors to identify resource availability and price/cost for well-defined tasks;
 - c. The Contracting Officer may telephone or issue written requests (includes hard copy, facsimile, e-mail) to the contractors requesting the submission of offers for complex tasks, where a technical approach, as well as resource availability and price/cost need to be considered. The request may include a page limitation for the offer based on the complexity of the task order.
4. Each request for offer will include the following:
 - a. The Statement of Work (SOW) and the technical and/or cost/price or other evaluation criteria which will be used to evaluate the offers; evaluation criteria may include adequacy of technical approach to perform the order, adequacy of staffing plan/capability of proposed personnel, adequacy of delivery schedule, record of past performance (on this and/or other recent contracts) including quality of deliverables, small business utilization and record of cost control.
 - b. the components of the offer (technical and/or price/cost or other factors) to be submitted
 - c. the format for submission
 - d. the time frame for submission of the offer
 - e. the basis for selection
 - f. and any other relevant instructions to the contractor, including those regarding discussions.
5. Upon receipt of a request for offer, the contractor shall submit an offer to the Contracting Officer within the time specified in the request. The Government shall have the right to accept the offer without further discussions. After acceptance, the Government will issue a task order. As noted above, the more complex tasks may include technical and cost components. However, some may only require cost/price submissions.

6. Proposals submitted for noncompetitive OTCR task orders will be based on the fixed loaded labor rates set forth in the above clause entitled "Fixed Rates For Services". Proposals submitted for cost type task orders will be based on current salary rates, as indicated by the contractor's current payroll data, and the current provisional indirect rates, as indicated by the latest indirect rate negotiation from the cognizant auditor. Offerors shall provide current, up-to-date, copies of: (1) negotiated provisional indirect rates and (2) payroll with their offers for individual task orders.
7. All task order offers shall include a conflict of interest certification. Before submitting the conflict of interest certification, the contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the request for offer or similar tasking document. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist.

In addition, the Contractor must certify that its personnel who are proposed to perform work under the particular task order, or relating to the task order, have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of the task order.

8. Offers will be evaluated based on the method of selection described in the request for offer. The method of selection for issuance of a task order will be tailored to the specific requirements of the task order. Past performance, described in paragraph 9 below, will generally be a selection factor. The methods of selection may be any one of the following:
 - a. Issuance of the order to the contractor offering the greatest value to the Government. In this situation, the order may state that technical quality is more important, cost is more important, or they are essentially equal.
 - b. Issuance of the order to the contractor with the lowest evaluated cost, technically acceptable offer. Generally, the technical component of these offers are scored as acceptable or unacceptable rather than given point scores, and order issuance is made to the technically acceptable offer with the lowest evaluated cost/price.

- C. Issuance of the order to the lowest evaluated price. In a case such as this, a technical proposal would not be necessary. In addition, past performance would not apply as a selection criteria.

Note: If offers are not point scored, evaluation criteria will be rated as acceptable or unacceptable. If this rating approach is used, the request for offers will identify what constitutes an "acceptable" and "unacceptable" rating.

9. Performance on previous task orders will be considered in the selection of subsequent task orders. Until a contractor is issued a task order on which performance can be evaluated, the past performance information in the response to the solicitation will be used. When weights are assigned to evaluation criterion, past performance will be assigned a weight of 40%. When criterion are evaluated on a pass/fail basis, past performance will also be rated on a pass/fail basis. When the selection is based on the lowest evaluated cost, past performance will be evaluated on a pass/fail basis. Past performance shall consider the following factors: (1) quality of the end product; (2) timeliness of performance; (3) reliability of cost estimates; and (4) the amount of small business utilization. Note: To encourage utilization of small businesses, the amount of small business utilization will also be used to determine the successful awardee in otherwise tied competitions.
10. Issuance of an order may be made based on evaluation of initial offers without discussions, or on evaluation of offers and discussions. The request for offers will set forth whether or not discussions will be held, or if awards will be based on evaluation with no discussions, or whether the Contracting Officer reserves the right to have discussions if deemed necessary. If discussions are held, the Contracting Officer and, if necessary, the Project Officer or Task Order Manager, will hold discussions with the contractors after evaluation of initial offers.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to

outside parties.

15. Conducting administrative hearings.

16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

17. The actual preparation of an office's official budget request.

C.2 STATEMENT OF WORK/SPECIFICATIONS (EP 52.210-100) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work included in Attachment 1.

C.3 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of

directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov:9876/etsd/directives.nsf>.)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

C.4 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials

content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANS). The CPG and RMANS provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANS as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANS, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

C.5 INCORPORATION OF CONTRACTOR'S PLANS (C96-C2)

The Contractor's Conflict of Interest Plan dated _____, is hereby incorporated into the contract in its entirety. In the case of any conflict between the Contractor's Plans and the terms and conditions of this contract, the provisions of FAR 52.215-8, ORDER OF PRECEDENCE (Section I.1, by reference) shall prevail.

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SECTION D - PACKAGING AND MARKING

[For this Solicitation, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-4	AUG 1996	INSPECTION OF SERVICES--FIXED-PRICE
52.246-5	APR 1984	INSPECTION OF SERVICES--COST-REIMBURSEMENT
52.246-6	MAY 2001	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR
52.246-8	APR 1984	INSPECTION OF RESEARCH AND DEVELOPMENT-- COST-REIMBURSEMENT

**E.2 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION)
(FAR 52.246-11) (MAR 2001)**

The Contractor shall comply with the higher-level quality standard selected below.

	<u>Title</u>	<u>Numbering</u>	<u>Date</u>	<u>Tailoring</u>
[✓]	<i>Specifications and Guidelines for Quality Systems for Environ mental Data Collection and Environmental Technology Programs</i>	ANSI/ASQC E4	1994	See below
[]				
[]				

As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government.

A. Pre-award Documentation: The offeror must submit the following quality system documentation as a separate and identifiable part of its technical proposal: *(CO, select one or more)*

<u>Documentation</u>	<u>Specifications</u>
<input checked="" type="checkbox"/> Quality Management Plan	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01]
<input type="checkbox"/> Joint Quality Management Plan/Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01] and <u>EPA Requirements for Quality Assurance Project Plans (QA/R)</u> [dated 03/20/01]
<input type="checkbox"/> Programmatic Quality Assurance Project Plan for the entire program (contract)	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]
<input type="checkbox"/> Other Equivalent:	

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA, per Office of Water Quality Requirements. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

B. Post-award Documentation: The Contractor shall submit the following

quality system documentation to the Contracting Officer's Representative at the time frames identified below: (CO, select one or more)

	<u>Documentation</u>	<u>Specification</u>	<u>Due After</u>
[]	Quality Management Plan	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01]	Award of contract
[]	Joint Quality Management Plan/Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01] and <u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/02]	Award of contract
[]	Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]	Award of contract
[]	Programmatic Quality Assurance Project Plan for the entire program (contract)	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]	Award of contract
[X]	Quality Assurance Project Plan for each applicable project	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]	Issuance of statement of work for the project
[]	Project-specific supplement to Programmatic Quality Assurance Project Plan for each applicable project.	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]	Issuance of statement of work for the project
[]	Other Equivalent:		[] award of

contract
[] issuance
of statement
of work for
the project

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA, in applicable task orders.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

(Note: Statement of work includes statements of work to perform projects under work assignments, task orders, delivery orders, etc.)

E.3 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the Project Officer is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

U.S. EPA
Office of Water
1301 Constitution Avenue, N.W.
Room 7424
Washington, D.C. 20004

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER
52.242-15	AUG 1989	STOP WORK ORDER ALTERNATE I (APR 1984)

F.2 REPORTS OF WORK (EPAAR 1552.211-70) (OCT 2000) DEVIATION

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with Attachment 2. Each report shall cite the contract number, identifying the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the contractor preparing the report.

The OMB clearance number for progress reports delivered under this contract is 2030-0005 with an expiration date of February 28, 2003.

F.3 WORKING FILES (EPAAR 1552.211-75) (APR 1984)

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

F.4 EFFECTIVE PERIOD OF CONTRACT--TIME AND MATERIALS, LABOR HOUR, OR INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EP 52.212-155) (APR 1984)

The effective period of this contract is from the effective date of this contract through 9/14/2007.

F.5 APPLICABLE CLAUSES

The following clause applies only to cost reimbursement task orders:

52.242-15 - STOP WORK ORDER ALTERNATE I

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 APPLICABLE CLAUSES

(a) The following clauses apply only to cost reimbursement task orders:

PAYMENT OF FEE UNDER COST-PLUS-FIXED-FEE TASK ORDERS
SUBMISSION OF INVOICES (EPAAR 1552.232-70) DEVIATION
INDIRECT COSTS (EPAAR 1552.242-70)DEVIATION

(b) The following clause applies only to fixed rate, time and materials, and labor hour task orders:

PAYMENTS-FIXED-RATE SERVICES CONTRACT

(c) The following clauses do not apply to small business concerns:

SUBCONTRACTING PROGRAM FOR SMALL BUSINESS AND SMALL DISADVANTAGED
BUSINESS CONCERNS

SUBCONTRACTING REPORTS-SMALL BUSINESS AND SMALL DISADVANTAGED
BUSINESS CONCERNS

G.2 ORDERING--BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984)

(a) The Government will order any supplies and services to be furnished under this contract by issuing delivery orders on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration date of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers:

NONE

(b) A Standard Form 30 will be the method of amending delivery orders.

(c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.

(d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Ordering Officer and Contracting Officer in writing within 10 calendar days, stating

why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each delivery order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

(f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

G.3 PAYMENT OF FEE UNDER COST-PLUS-FIXED-FEE TASK ORDERS

(a) The term "fee" in this clause refers to the fixed fee under an individual task order issued under a completion or term form on cost-plus-fixed-fee type basis.

(b) The Government will make provisional fee payments on the basis of percentage of work completed. For term task orders, percentage of work completed is the ratio of direct labor hours performed to the direct labor hours ordered under the task order. For completion task orders, percentage of work is the ratio of expenditures for period covered by the invoice to the total estimated cost of the task order.

G.4 SUBCONTRACTING PROGRAM FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS (EP 52.219-105) (APR 1984)

The subcontracting plan submitted by the Contractor and approved by the Contracting Officer for this requirement is incorporated as Attachment _____.

G.5 SUBCONTRACTING REPORTS--SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-120) (OCT 1991)

The Contractor shall submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Contract Report, in accordance with the instructions on the forms.

Submit copies of these reports to:

Distribution	Addressee
original	Contracting Officer
1 copy	Senior Program Manager

U.S. EPA
Office of Small & Disadvantaged
Business Utilization (1230C)
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460

1 copy

Mr. Norman White
U.S. EPA
Contracts Management Division
26 West Martin Luther King Drive
Cincinnati, OH 45268-7001

G.6 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) ALTERNATE I (JUN 1996) DEVIATION

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 12 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery

order as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.7 PAYMENTS--FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73) (OCT 2000)

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expenses, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the paying office. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job, timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the "Disputes" clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials, other direct costs, and subcontracts.

(1) The allowability of direct materials and other direct costs shall be determined by the Contracting Officer in accordance with Subpart 31.2 of the Federal Acquisition Regulation in effect on the date of this contract. Reasonable and allocable material handling costs or indirect costs may be included in the charge for material or other direct costs to the extent they are clearly excluded from the hourly rate. Material handling and/or indirect cost rates are specified in the "Indirect Costs" clause. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR. The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services. Direct materials or other direct costs, as used in this clause, are those items which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) Subcontracted effort may be included in the fixed hourly rates

discussed in paragraph (a)(1) of this clause and will be reimbursed as discussed in that paragraph. Otherwise, the cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause provided that the costs are consistent with subparagraph (3) of this clause. Reimbursable costs in connection with subcontracts shall be payable to subcontractors consistent with FAR 32.504 in the same manner as for items and services purchased directly for the contract under paragraph (a)(1) of this clause. Reimbursable costs shall not include any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(3) To the extent able, the Contractor shall (i) obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and (ii) take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(4) If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding (b)(1) above, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Government; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

(c) Contracting Officer notification: For contract administration purposes, the Contractor shall notify the Contracting Officer in writing when the total value of all delivery orders issued exceeds 85 percent of the maximum price specified in the schedule.

(d) Maximum amount. The Government shall not be obligated to pay the Contractor any amount in excess of the maximum amount in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the maximum amount set forth in the Schedule, unless or until the Contracting Officer shall have notified the Contractor in writing that the maximum amount has been increased and shall have specified in the notice a revised maximum that shall constitute the maximum amount for performance under this contract. When and to the extent that the maximum amount set forth in the Schedule has been increased, any hours expended, and material or other direct costs incurred by the Contractor in excess of the maximum amount before

the increase, shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the maximum amount.

(e) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an

assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

G.8 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency
Chief, Cost and Rate Negotiation Service Center
Office of Acquisition Management (3802R)
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost Center
Period
Rate

Base

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center
Period
Rate
Base

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

G.9 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

G.10 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

G.11 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The data will be furnished to the Contractor as specified in the task orders.

G.12 GOVERNMENT PROPERTY (EPAAR 1552.245-73) (OCT 2000) DEVIATION

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without written approval from the Contracting officer.

(b) In accordance with paragraph (a) above, the contractor is authorized to acquire and/or fabricate the equipment listed below for use in the performance of this contract. The equipment is subject to the provisions of the "Government Property" clause.

NONE

(c) The Government will provide the following item(s) of Government property to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

NONE

(d) The "EPA Contract Property Administration Requirements" provided below apply to this contract.

**U.S. Environmental Protection Agency
Property Administration Requirements (PAR)**

1. PURPOSE. This document sets forth the requirements for Environmental Protection Agency (EPA) contractors in the performance of their Government property management responsibilities under contracts with EPA. These requirements supplement those contained in the Government property clause(s) in this contract, and part 45 of the Federal Acquisition Regulation (FAR).

2. DELEGATION OF CONTRACT PROPERTY ADMINISTRATION. EPA has delegated much of its contract property management oversight to the Defense Contract Management Command (DCMC). Shortly after award of a contract, the EPA contracting officer (CO) delegates the functions of property administration and plant clearance (disposal) for the contract to DCMC. Upon acceptance of that delegation, DCMC will provide notification to the contractor, identifying the assigned property administrator (PA) and plant clearance officer (PLCO). If the contract is not delegated to DCMC for administration, any reference to PA and PLCO throughout this document shall be construed to mean CO. The DCMC PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact their EPA CO. In the event of disagreement between the contractor and the DCMC PA, the contractor should seek resolution from the CO. Unless otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMC PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract.

3. REQUESTS FOR GOVERNMENT PROPERTY.

a. In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government facilities are required for performance of the

contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

1. Contract number for which the facilities are required.
2. An item(s) description, quantity and estimated cost.
3. Certification that no like contractor facilities exist which could be utilized.
4. A detailed description of the task-related purpose of the facilities.
5. Explanation of negative impact if facilities are not provided by the Government.
6. If applicable, recommend the exception under FAR 45.302-1(a) or any applicable EPA class deviation (available upon request), and provide any other information which would support the furnishing of facilities, including contractor-acquired property (CAP).
7. Except when the request is for material, a lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government.

The contractor may not proceed with acquisition of facilities on behalf of the Government until receipt of written authorization from the EPA CO.

4. TRANSFER OF GOVERNMENT PROPERTY. When the contractor receives Government-furnished property (GFP), the contractor should receive, from the transferor, (either EPA or another contractor) all of the applicable data elements (Attachment 1 of this clause) needed to maintain the required records. If this information is not provided at the time of receipt of the property, the contractor shall request it from the EPA CO. The CO will attempt to obtain the data from the previous property holder, or, if data does not exist, will assist the current property holder in estimating the elements. Prior to signing an acceptance document for the property, the receiving contractor should perform a complete inventory of the property. Responsibility, as well as accountability, passes with the signed acceptance.

When, at the written direction of the EPA CO, the contractor transfers GFP to another contractor, or another Agency, the contractor shall provide the applicable data elements (Attachment 1 of this clause). Upon return of the property to EPA, the same data must be provided by the contractor to the EPA CO.

5. RECORDS OF GOVERNMENT PROPERTY.

- a. In accordance with FAR 45.505 and 45.505-1, the contractor shall

establish and maintain adequate property records for all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material (supplies) provided by the Government or acquired by the contractor and billed as a direct charge to the Government is Government property and records must be established as such.

b. The contractor shall establish and maintain the official Government property record. (If the contract contains the FAR Clause 52.245-1, the Government will maintain the official Government property records.) Such records shall contain the applicable data elements (Attachment 1 of this clause) for all items of Government property regardless of cost.

c. The Contractor shall identify all Superfund property and designate it as such both on the item and on the official Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

d. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

e. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the EPA CO.

f. When Government property is disclosed to be in the possession or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 45.502(f) and (h).

6. INVENTORIES OF GOVERNMENT PROPERTY. The contractor shall conduct a complete physical inventory of EPA property at least once per year, unless otherwise directed by the PA. Reconciliation shall be completed within 30 calendar days of inventory completion. The contractor shall report the results of the inventory, including any discrepancies, to the DCMC PA upon completion of the reconciliation. The contractor's records shall indicate the completion date of the inventory.

See section 9 herein, Contract Closeout, for information on final inventories.

7. REPORTS OF GOVERNMENT PROPERTY. In accordance with FAR 45.505-14, EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession as of September 30 each year.

a. For each classification listed in FAR 45.505-14(a), except material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of

zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as facilities, special tooling, special test equipment, and agency peculiar must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as ``a group of interacting items functioning as a complex whole,'' the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

e. The reports are to be **received** at EPA and DCMC no later than October 31 of each year.

f. Distribution shall be as follows:

Original to:	EPA CO
1 copy:	DCMC PA

g. EPA Contractors are required to comply with GSA's and DOE's special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the PA.

8. DISPOSITION OF GOVERNMENT PROPERTY. The disposition process is composed of three distinct phases: identification of excess property, reporting of excess property, and final disposition.

a. Identification of Excess Property. The disposition process begins with the contractor identifying Government property that is excess to its contract. **Effective contractor property control systems provide for disclosing excesses as they occur.** Once inactive Government property has been determined to be excess to the contract to which it is accountable, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government

property will be transferred to other contracts only when the COs on both the current contract and the receiving contract authorize such a transfer in writing.

b. Reporting Excess Government Property. Excess Government property shall be reported in accordance with FAR Subpart 45.6. Inventory schedules A-E (SF Forms 1426-1434) provide the format for reporting of excess Government property. Instructions for completing the forms are located at FAR 45.606-5 and samples may be found in FAR 53.301-1426 thru 1434. Inventory schedules shall be forwarded to the DCMC PLCO with a copy to the EPA CO. The cover letter, which accompanies the inventory schedules, must include the EPA CO's name, address and telephone number. Inventory schedules must also contain a notification if the property is Superfund property. If the property is Superfund property, the contractor must also prominently include the following language on the inventory schedule: **"Note to PLCO: Reimbursement to the EPA Superfund is required."** When requested, by the PLCO or the CO, the contractor will provide the fair market value for those items requested.

c. Disposition Instructions.

1. If directed in writing by the EPA CO, the contractor will retain all or part of the excess Government property under the current contract for possible future requirements. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be retained.

2. If directed in writing by the EPA CO, the contractor shall transfer the property to another EPA contractor. The contractor will transfer the property by shipping it in accordance with the instructions provided by the CO. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred. Further, the contractor shall notify the CO when the transfer is complete.

3. If directed in writing by the EPA CO, the contractor shall transfer the property to EPA. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO. The contractor will request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred to EPA. Further, the contractor shall notify the CO when the transfer is complete.

4. The contractor will ship the property elsewhere if directed, in writing, by the PLCO.

5. The PLCO will either conduct the sale or instruct the contractor to conduct a sale of surplus property. The contractor will allow prospective bidders access to property offered for sale.

6. Property abandoned by the PLCO on the contractor's site must be disposed of in a manner that does not endanger the health and safety of the public.

7. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause. The contractor shall also obtain either a signed receipt from the recipient, or proof of shipment. The contractor shall update the official Government property record to indicate the disposition of the item and to close the record.

9. CONTRACT CLOSEOUT. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the DCMC PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO. For terminated contracts, the contractor will conduct and report the inventory results as directed by the CO.

However, in order to expedite the disposal process, contractors may be required to, or may elect to submit to the CO, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed.

The contractor shall update all property records to show disposal action. The contractor shall notify the DCMC PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed.

REQUIRED DATA ELEMENTS. Where applicable (all elements are not applicable to material) the contractor is required to maintain, at a minimum, the information related to the following data elements for EPA Government property:

Contractor Identification/Tag Number;
Description;
Manufacturer;
Model;
Serial Number;
Acquisition Date;
Date received;
Acquisition Cost*;
Acquisition Document Number;
Location;
Contract Number;
Account Number (if supplied);
Superfund (Yes/No);
Inventory Performance Date;
Disposition Date.

* Acquisition cost shall include the price of the item plus all taxes, transportation and installation charges allocable to that item.

NOTE: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

G.13 DESIGNATION OF PROPERTY ADMINISTRATOR (EP 52.245-140) (SEP 1994)

The contract property administrator

Defense Contract Management Agency (DCMA)

is the Contracting Officer's designated representative on property matters. The Contractor shall furnish all required information on property to the property administrator.

G.14 TASK ORDER OMBUDSMAN

Contractors wishing to submit complaints regarding individual task orders shall do so to Corinne Sisneros (3801R), Task Order Ombudsman, U.S. Environmental Protection Agency, Office of Acquisition Management, 1200 Pennsylvania Ave. NW, Washington, D.C. 20460. It should be noted that, in accordance with FAR 16.505(a)(7), no protest is authorized in connection with the issuance of task orders except for a protest on the grounds that the task order increases the scope, ordering period, or maximum value of the contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 APPLICABLE CLAUSES

D. The following clauses apply only to cost reimbursement type task orders:

INSURANCE COVERAGE (EP 52.228-100)(JUL 1993)
INSURANCE-LIABILITY TO THIRD PERSONS (EP 52.228-70)(OCT 2000)
STATE AND LOCAL TAXES (EPAAR 1552.229-70)
TECHNICAL DIRECTION (EPAAR 1552.237-71)
FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72)
APPROVAL OF CONTRACTOR TRAVEL
APPROVAL OF TRAINING

E. The following clause applies T&M task orders:

STATE AND LOCAL TAXES (EPAAR 1552.229-70)

All other clauses apply to all task orders.

H.2 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (OCT 2000)

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling (202) 260-5113.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

H.3 PRINTING (EPAAR 1552.208-70) (OCT 2000)

(a) *Definitions.*

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

(b) Prohibition.

The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is not to allow the duplication of final documents for use by the Agency. In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) Affirmative Requirements.

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's

Web site for the Comprehensive Procurement Guidelines at:
<http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress. The intent of the limitation is to allow ``incidental'' duplication (drafts, proofs) under a contract. The intent of the limitation is not to allow the duplication of copies of final documents for use by the Agency or as distributed as instructed by the Agency.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(e) *Violations.*

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

**H.4 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)
ALTERNATE I (MAY 1994)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.5 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of

interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.6 LIMITATION OF FUTURE CONTRACTING (HEADQUARTERS SUPPORT) (EPAAR 1552.209-74) (MAR 1997) ALTERNATE V (MAY 1994)

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) Once the contractor receives a task order on a particular regulation or guideline, the contractor, during the life of that task order, shall not contract with another environmental group, discharger, or other entity that would present an organizational conflict of interest on the subject matter of that task order unless otherwise authorized by the contracting officer.

(d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover

bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(e) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f), unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(g) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(h) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

H.7 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (MAY 1999)

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings and performance categories:

Ratings: 0 = unsatisfactory,
1 = poor,
2 = fair,
3 = good,

4 = excellent,
5 = outstanding.

Performance Categories:

Quality: Compliance with contract requirements; accuracy of reports; effectiveness of personnel; and technical excellence.

Rating

- 0--Contractor is not in compliance and is jeopardizing achievement of contract objectives
- 1--Major problems have been encountered
- 2--Some problems have been encountered
- 3--Minor inefficiencies/errors have been identified
- 4--Contractor is in compliance with contract requirements and/or delivers quality products/services
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Cost Control: Record of forecasting and controlling target costs; current, accurate and complete billings; relationship of negotiated costs to actuals; cost efficiencies.

Rating

- 0--Contractor is unable to manage costs effectively
- 1--Contractor is having major difficulty managing costs effectively
- 2--Contractor is having some problems managing costs effectively
- 3--Contractor is usually effective in managing costs
- 4--Contractor is effective in managing costs and submits current, accurate, and complete billings
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Timeliness of Performance: Met interim milestones; reliability; responsive to technical direction; completed on time, including wrap-up and contract administration; met delivery schedules; no liquidated damages assessed.

Rating

- 0--Contractor delays are jeopardizing performance of contract objectives
- 1--Contractor is having major difficulty meeting milestones and delivery

- schedule
- 2--Contractor is having some problems meeting milestones and delivery schedule
- 3--Contractor is usually effective in meeting milestones and delivery schedule
- 4--Contractor is effective in meeting milestones and delivery schedule
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Business Relations: Effective management, including subcontracts; reasonable/cooperative behavior; responsive to contract requirements; notification of problems; flexibility; pro-active versus reactive; effective small/small disadvantage business subcontracting program.

Rating

- 0--Response to inquiries, technical/service/administrative issues is not effective
- 1--Response to inquiries, technical/service/administrative issues is marginally effective
- 2--Response to inquiries, technical/service/administrative issues is somewhat effective
- 3--Response to inquiries, technical/service/administrative issues is usually effective
- 4--Response to inquiries, technical/service/administrative issues is effective
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

- (1) Complete a description of the contract requirements;

(2) Evaluate contractor performance and assign a rating for quality, cost control, and timeliness of performance categories (including a narrative for each rating);

(3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;

(4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and

(5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

(1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;

(2) Assign a rating for the business relations performance category (including a narrative for the rating);

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, and timeliness of performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments,

rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

H.8 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.9 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.10 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this

contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.11 INSURANCE LIABILITY TO THIRD PERSONS (EPAAR 1552.228-70) (OCT 2000)

(a)(1) Except as provided in subparagraph (2) below, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting officer may require or approve and with insurers approved by the Contracting officer.

(b) The Contractor agrees to submit for the Contracting officer's approval, to the extent and in the manner required by the Contracting officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause, in accordance with its established cost accounting practices.

H.12 INSURANCE COVERAGE (EP 52.228-100) (JUL 1993)

As provided in paragraph (a)(1) of EPAAR 1552.228-70, "Insurance Liability

to Third Persons", the Contractor shall maintain the minimum amounts of liability insurance coverage set forth in FAR 28.307-2, unless otherwise required by the Contracting Officer.

H.13 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

H.14 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the

procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

H.15 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer

required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.16 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA

Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also

agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.17 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-80) (OCT 2000)

It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

H.18 CONTRACT PUBLICATION REVIEW PROCEDURES (EPAAR 1552.237-70) (APR 1984)

(a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance with the EPA Order on this subject and the following.

(b) Except as indicated in paragraph (c) below, the Contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Project Officer will notify the Contractor of review completion within 30 calendar days after the Contractor's transmittal to the Project Officer of material generated under this contract. If the Contractor does not receive Project Officer notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.

(c) The Contractor may publish, in a scientific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:

(1) The Contractor shall submit to the Contracting Officer and the Project Officer, at least 30 days prior to publication, a copy of any paper, article, or other dissemination of information intended for publication.

(2) The Contractor shall include the following statement in a journal article which has not been subjected to EPA review: "Although the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency contract (number) to (Name of Contractor), it has not been subject to the Agency's review and therefore does not necessarily reflect the views of the Agency, and no official endorsement should be inferred."

(3) Following publication of the journal article, the Contractor shall submit five copies of the journal article to the Project Officer, and one copy to the Contracting Officer.

(d) If the Government has completed the review process and agreed that the contract material may be attributed to EPA, the Contractor shall include the following statement in the document:

This material has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation for use.

(e) If the Government has completed the review process, but decides not to publish the material, the Contractor may independently publish and distribute the material for its own use and at its own expense, and shall include the following statement in any independent publication:

Although the information described in this article has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.

H.19 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery/task order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Order Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in

accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

H.20 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

PROJECT MANAGER _____

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.21 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

H.22 GOVERNMENT - CONTRACTOR RELATIONS (EPAAR 1552.237-76) (JUL 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relation-ship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(C) Employee Relationship:

(1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within ____ calendar days from the date of any incident that the Contractor considers to constitute a violation ____ of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within ____ calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation,

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

**H.23 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72)
(APR 1984)**

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

H.24 SMALL DISADVANTAGED BUSINESS TARGETS (EP 52.219-50) (C01-H26)

(a) In accordance with FAR 19.1202-4(a) and EP 52.219-145, the following small disadvantaged business (SDB) participation targets proposed by the contractor are hereby incorporated into and made part of the contract:

Contractor Targets	NAICS Subsector	Dollars	Percentage of Total Contract Value
Total Prime Contractor Targets (Including joint venture partners and team members)			
Total Subcontractor Targets			

(b) The following specifically identified SDB(s) was (were) considered under the Section M SDB participation evaluation factor or subfactor (continue on separate sheet if more space is needed):

- (1) _____
- (2) _____
- (3) _____
- (4) _____
- (5) _____

The contractor shall promptly notify the contracting officer of any substitution of firms if the new firms are not SDB concerns.

(c) In accordance with FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, the contractor shall report on the participation of SDB concerns in the performance of the contract no less than thirty (30) calendar days prior to each annual contractor performance evaluation [contracting officer may insert the dates for each performance evaluation (i.e., every 12 months after the effective date of contract)] or as otherwise directed by the contracting officer.

H.25 APPROVAL OF CONTRACTOR TRAVEL (CCMD 7/2/93) (C96-H1)

(a) Any contractor travel which may be directly charged to the contract must be authorized in advance by the Project Officer. This approval shall be separate from the process associated with the approval of work plans. (See paragraph F below).

(b) Travel shall be authorized under this contract only when the travel is required to provide a direct service (including management oversight) or specific product to the Government that is identified in the contract's Statement Of Work (and/or any applicable work assignment). The contractor shall identify the need for travel in any work plans submitted and shall clearly identify in an accompanying narrative the relationship of the travel to the direct service required by the Government. Unless/until the Project Officer specifically approves the travel proposed under a work assignment (apart from approval of the remainder of the work assignment- see paragraph (e) below), the contractor shall not perform travel. Travel and associated costs for such travel (lodging, per diem, and incidental expenses) shall be allowable only in accordance with the limitations of FAR 31.205-43 and FAR 31.205-46.

(c) Travel expenses for Federal employees shall not be an allowable cost under this contract. Travel approval shall not be rendered for any personnel (including for example State or local government officials, academicians, etc.) except for employees of the contractor, or an authorized subcontractor or consultant, who are performing a bona fide function to accomplish the Statement of Work.

(d) The advance approval of travel covered in this clause does not apply to local transportation. Local transportation, for this contract, is defined as travel within 100 miles from the contractor personnel's assigned work location for performance of the contract that does not involve an overnight stay.

(e) To obtain the approval for travel, the contractor shall submit a separate written request to the Project Officer for each instance of travel for the contractor (including subcontractors/consultants) that is contemplated as a direct charge under the contract. The request shall include (at a minimum) the following information:

1. Individual(s) traveling. Identify position and affiliation as a contractor/subcontractor employee or authorized consultant.
2. Description of circumstances necessitating the travel. Identify the work assignment(s) that will benefit from the travel and detail the correlation of the travel to the requirements of the Statement Of Work.
3. Identify the estimated cost and include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements.

(f) Approval of work plans that include travel as an other direct cost element shall not be construed to mean the travel is approved; i.e., separate approval shall be obtained from the Project Officer.

(g) While on travel, Contractor personnel shall clearly identify corporate affiliation at the start of any meeting. While attending EPA-sponsored meetings, conferences, symposia, etc. or while on a Government site, Contractor personnel shall wear a badge which identifies the individual as a contractor employee. Contractor personnel are strictly prohibited from acting as a representative of the Agency at meetings, conferences, symposia, etc.

H.26 APPROVAL OF TRAINING (CCMD 5/7/93) (C96-H2)

1. The contractor shall provide and maintain a qualified staff of personnel to meet the requirements of the Statement Of Work. The contractor shall provide training to keep its personnel abreast of changes to the science and/or technology associated with the requirements of the contract. In addition, the contractor shall ensure that its personnel receive appropriate safety, health and environmental training in accordance with Federal, state and local requirements prior to assigning any task that require such training. The contractor shall provide documentation of such training upon the request of the Project Officer and/or Contracting Officer.

The Government will not directly reimburse the cost for contractor employees to meet or maintain minimal contract requirements or to obtain and sustain an appropriate level of professionalism. Any direct charges for training will only be considered for reimbursement under this contract by compliance with the procedures set forth in paragraph (2) below.

2. There may be occasions when it is determined to be in the best interest of the Government to reimburse the contractor for the direct cost of training associated with a requirement that represents a unique Government need unrecognized at the time of contract award. When such circumstances occur, the contractor shall secure the Contracting Officer's prior written approval by submitting a written request through the Project Officer that includes, at a minimum the following information:

a. Individual to be trained (Identify position and job duties under contract.)

b. Description of circumstances necessitating the training. (Describe the specific change to the performance requirements. Identify by number and title of the work assignment(s) that will benefit from training and describe in detail how the training relates to the Statement Of Work and job duties under the contract.)

c. Estimated cost (Include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements.)

3. The Contracting Officer will provide the contractor with written approval or disapproval of the request. Approval of work plans that include training as an other direct cost element shall not be construed to mean the training is approved; i.e., the contractor shall obtain written approval pursuant to the terms of this clause. Training billed as a direct cost shall be disallowed by the Contracting Officer unless approved pursuant to the terms of this clause.

H.27 AUTHORIZED REPRESENTATIVES OF THE PROJECT OFFICER (C96-H3)

The Task Order Manager (TOM) referenced in the Clause entitled TECHNICAL DIRECTION (DEVIATION), is the individual authorized by the Contracting Officer on an individual task order (TO) to: 1) receive TO deliverables; 2) to receive copies of monthly progress reports specific to the TO(s) for which the TOM is authorized; 3) to attend meetings with the project officer and contractor in order to monitor progress of those TOs for which he/she is cognizant; and 4) to provide technical direction on those TOs subject to the limitations of the above TECHNICAL DIRECTION (DEVIATION) clause.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	DEC 2001	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS
52.215-15	DEC 1998	PENSION ADJUSTMENT AND ASSET REVERSIONS
52.215-18	OCT 1997	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.216-7	FEB 2002	ALLOWABLE COST AND PAYMENT
52.216-8	MAR 1997	FIXED FEE
52.219-4	JAN 1999	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS

52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	OCT 2001	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2001)
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.219-25	OCT 1999	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM -- DISADVANTAGED STATUS AND REPORTING
52.222-3	AUG 1996	CONVICT LABOR
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	OCT 2000	TOXIC CHEMICAL RELEASE REPORTING
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE II (JUN 1987)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE III (JUN 1987)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE V (JUN 1987)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	JUN 1987	RIGHTS IN DATA--SPECIAL WORKS
52.228-7	MAR 1996	INSURANCE--LIABILITY TO THIRD PERSONS
52.229-3	JAN 1991	FEDERAL, STATE, AND LOCAL TAXES
52.229-5	APR 1984	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
52.230-2	APR 1998	COST ACCOUNTING STANDARDS
52.230-3	APR 1998	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES
52.232-1	APR 1984	PAYMENTS
52.232-7	FEB 2002	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-11	APR 1984	EXTRAS
52.232-17	JUN 1996	INTEREST
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	FEB 2002	PROMPT PAYMENT
52.232-25	FEB 2002	PROMPT PAYMENT ALTERNATE I (FEB 2002)
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER

		THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	DEC 1998	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-3	AUG 1996	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES--FIXED-PRICE
52.243-1	AUG 1987	CHANGES--FIXED-PRICE ALTERNATE III (APR 1984)
52.243-2	AUG 1987	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)
52.243-3	SEP 2000	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS
52.244-2	AUG 1998	SUBCONTRACTS
52.245-2	DEC 1989	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-2	SEP 1996	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT)
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 APPLICABLE CLAUSES

(a) The following clauses apply only to fixed price tpe task orders:

52.232-1	PAYMENTS
52.243-1	CHANGES--FIXED PRICE ALT I
52.245-2	GOVERNMENT PROPERTY-FIXED PRICE
52.249-2	TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT--FIXED PRICE
52.249-8	DEFAULT--FIXED-PRICE SUPPLY AND SERVICE
52.227-1	AUTHORIZATION AND CONSENT
52.229-3	FEDERAL, SATAE AND LOCAL TAXES
52.229-5	TAXES--CONTRACTS PRFORMED IN U.S. POSSESSTIONS OR PUERTO RICO
52.232-8	DISCOUNTS FOR PROMPT PAYMENT
52.233-3	PROTEST AFTER AWARD

(b) The following clauses apply only to time and materials or labor hour type task orders:

52.232-7	PAYMENTS--TIME & MATERIALS AND LABOR HOUR CONTRACTS
52.243-3	CHANGES--TIME AND MATERIALS AND LABOR HOUR CONTRACTS

52.249-6 TERMINATION-COST REIMBURSEMENT - ALT IV
 52.232-8 DISCOUNTS FOR PROMPT PAYMENT
 52.233-3 PROTEST AFTER AWARD
 52.242-3 PENALTIES FOR UNALLOWABLE COSTS
 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS
 52.245-5 GOVERNMENT PROPERTY
 52.249-6 TERMINATION-COST REIMBURSEMENT ALT IV
 52.249-14 EXCUSABLE DELAYS
 52.244-2 SUBCONTRACTS ALT II

(c) The following clauses apply only to cost reimbursement type task orders:

52.216-7 ALLOWABLE COST AND PAYMENT
 52.216-8 FIXED FEE
 52.222-2 PAYMENT OF OVERTIME PREMIUMS
 52.232-20 LIMITATION OF COST
 52.232-22 LIMITATION OF FUNDS
 52.243-2 CHANGES-COST REIMBURSEMENT ALTERNATE I
 52.244-2 SUBCONTRACTS ALT II
 52.249-6 TERMINATION-COST REIMBURSEMENT
 52.233-3 PROTEST AFTER AWARD ALT I
 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS
 52.245-5 GOVERNMENT PROPERTY
 52.249-6 TERMINATION-COST REIMBURSEMENT ALT IV
 52.249-14 EXCUSABLE DELAYS

(d) The following clauses do not apply to small business concerns:

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN
 52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN

I.3 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (FAR 52.203-8) (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a),(b),(c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C 423)(the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub.L. 104-106), the Government may--

(1)Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2)Rescind the contract with respect to which--

(i)The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either-

(A)Exchanging the information covered by such subsections for anything of value; or

(B)Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii)The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard to meeting the 20% postconsumer material standard is 50% recovered material content of certain industrial by-products.

I.5 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.6 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (FAR 52.215-21) (OCT 1997)

(a) *Exceptions from cost or pricing data.* (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Information on modifications of contracts or subcontracts for commercial items.* (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

I.7 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of

award through 9/14/07.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.8 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$2,000,000;

(2) Any order for a combination of items in excess of \$2,000,000;

(3) A series of orders from the same ordering office within seven days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within ten days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.9 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six months beyond the expiration date of the contract.

I.10 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (FAR 52.219-23) (OCT 1998) ALTERNATE I (OCT 1998)

(a) *Definitions.* As used in this clause--

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business

Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DOD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"United States" means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) *Evaluation adjustment.* (1) The Contracting Officer will evaluate offers by adding a factor of ten percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense

FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

____Offeror elects to waive the adjustment.

(d) *Agreements.* (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

I.11 PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or

occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

I.12 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (FAR 52.223-9) (AUG 2000)

(a) *Definitions.* As used in this clause--

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to the Contracting Officer.

I.13 SUBCONTRACTS (FAR 52.244-2) (AUG 1998) ALTERNATE II (AUG 1998)

(a) *Definitions.* As used in this clause--

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting--
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required; (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

I.14 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

I.15 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (MAY 2002)

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.21908, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Jun 2000) (46 U.S.C. Appx 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.16 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (FAR 52.245-5) (AUG 1996) DEVIATION

(a) *Government-furnished property.* (1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if

any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) *Changes in Government-furnished property.* (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) *Title.* (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its

identity as personal property by being attached to any real property.

(d) *Use of Government property.* The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) *Property administration.* (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation Subpart 45.5, as in effect on the date of this contract, and which is hereby incorporated into this contract by reference.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) *Access.* The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) *Limited Risk of loss.*

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of

such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3) (i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed

for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and

the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) *Equitable adjustment.* When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) *Final accounting and disposition of Government property.* Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) *Abandonment and restoration of Contractor premises.* Unless otherwise provided herein, the Government--

- (1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) *Communications.* All communications under this clause shall be in writing.

(l) *Overseas contracts.* If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

I.17 COMMERCIAL BILL OF LADING NOTATIONS (FAR 52.247-1) (APR 1984)

If the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the Environmental Protection Agency and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the Environmental Protection Agency and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement Contract No _____. This may be confirmed by contacting: _____

I.18 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (FAR 52.247-67) (JUN 1997)

(a)1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid (i) by the Contractor under a cost-reimbursement contract, and (ii) by a first -tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the General Services Administration, ATTN: FWA, 1800 F Street, NW, Washington, DC 20405. The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show --

(1) The name and address of the Contractor;

(2) The contract number including any alpha-numeric prefix identifying the contracting office;

(3) The name and address of the contracting office;

(4) The total number of bills submitted with the statement; and

(5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

I.19 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.epa.gov/oam/ptod/epaar.pdf>

I.20 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

Number	Attachment Title
1	STATEMENT OF WORK
2	REPORTS OF WORK
3	TECHNICAL EVALUATION CRITERIA
4	TECHNICAL PROPOSAL INSTRUCTIONS
5	COST PROPOSAL INSTRUCTIONS
6	PAST PERFORMANCE QUESTIONNAIRE
7	CLIENT AUTHORIZATION LETTER
8	INVOICE PREPARATION INSTRUCTIONS
9	MINIMUM STANDARDS FOR AN OCI PLAN
10	CODES OF INDUSTRIES

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.2 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all

subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.3 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

[] TIN: _____

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[] Offeror is an agency or instrumentality of a foreign government;

[] Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

[] Sole proprietorship;

[] Partnership;

[] Corporate entity (not tax-exempt);

[] Corporate entity (tax-exempt);

[] Government entity (Federal, State, or local);

[] Foreign government;

[] International organization per 26 CFR 1.6049-4;

[] Other_____.

(f) *Common parent.*

[] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[] Name and TIN of common parent:

Name_____

TIN_____

K.4 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5) (MAY 1999)

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, *Small Business Program Representations*, of this solicitation.] The offeror represents that it [] is, [] is not a women-owned business concern.

K.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, **G** intends, **G** does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent
_____	_____
_____	_____

K.7 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541611.

(2) The small business size standard is \$6,000,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it is ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole

or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.8 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.*(1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business

Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.9 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

K.10 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.11 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that--

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
(b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.12 RECOVERED MATERIAL CERTIFICATION (FAR 52.223-4) (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered material to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

K.13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the

performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**K.14 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE
(FAR 52.227-15) (MAY 1999)**

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that

none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states *[offeror check appropriate block]*--

[] None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

[] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

K.15 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT -- COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a

contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed- to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal Official and/or from the looseleaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS -- ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

K.16 BUSINESS OWNERSHIP REPRESENTATION (EPAAR 1552.204-70) (JAN 2001)

The successful awardee should check one or more of the categories below that represents its business ownership and return this information to the contracting officer within ten (10) calendar days after award. Completion of this clause by the successful awardee is voluntary.

"Ownership," as used in this clause, means: (a) At least 51 percent of the concern is owned by one or more individuals from a category listed below; or, in the case of any publicly owned business, at least 51 percent of the stock of the concern is owned by one or more such individuals; and (b) The management and daily business operations of the concern are controlled by one or more such individuals.

Ethnicity

- [] Hispanic or Latino.
[] Not Hispanic or Latino.

Race

- ☐ American Indian, Eskimo, or Aleut.
- ☐ Asian or Pacific Islander.
- ☐ Black or African American.
- ☐ White.

**K.17 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72)
(APR 1984)**

The offeror ☐ is ☐ is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

**K.18 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND
PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)**

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

K.19 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature:_____

Title :_____

Date :_____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.204-6	SEP 1999	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.215-1	FEB 2000	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION
52.219-24	OCT 2000	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM -- TARGETS
52.222-24	FEB 1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION
52.222-46	FEB 1993	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES

L.2 FACILITIES CAPITAL COST OF MONEY (FAR 52.215-16) (OCT 1997)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

L.3 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (FAR 52.215-20) (OCT 1997) ALTERNATE IV (OCT 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide information described below:

See Provision in Section L, entitled, "Instructions for the Preparation of Proposals".

L.4 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984) DEVIATION

The Government contemplates award of an indefinite delivery/indefinite quantity (IDIQ) contract resulting from this solicitation.

L.5 MULTIPLE AWARDS

The Government intends to award multiple IDIQ contracts for the same advisory and assistance services to two or more sources under this solicitation.

L.6 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Michael J. Brinkmiller

Hand-Carried Address:

Environmental Protection Agency
4411 Montgomery Road
Norwood, OH 45212

Mailing Address:

Environmental Protection Agency
26 W. Martin Luther King Drive
Cincinnati, OH 45268-7001

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.7 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text.

Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://farsite.hill.af.mil/>

**L.8 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70)
(APR 1984)**

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

L.9 PROPOSED CONTRACT START DATE (EP 52.212-170) (AUG 1984)

For proposal preparation purposes, offerors may assume a contract start date of September 15, 2002.

L.10 PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000)

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$100,000. The information may be submitted prior to other

parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all contracts and subcontracts completed in the last three years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract or subcontract and relevance to this requirement.
- (f) Total contract value.
- (g) Period of performance.
- (h) Contracting officer, telephone number, and E-mail address (if available).
- (i) Program manager/project officer, telephone number, and E-mail address (if available).
- (j) Administrative Contracting officer, if different from (h)above, telephone number, and E-mail address (if available).
- (k) List of subcontractors (if applicable).
- (l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information

obtained from other sources, when evaluating an offeror's past performance.

(4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has several contracts, send that reference a single notice citing all applicable contracts). Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility

determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

L.11 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than 10 calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

L.12 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

L.13 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)

This new procurement is being processed as follows:

(a) Type of set-aside: No Applicable Set-Aside

Percent of the set-aside: Not Applicable

(b) 8(a) Program: Not Applicable

L.14 COMPLIANCE WITH FAR CLAUSE 52.222-43, "FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)" (EP 52.222-100) (FEB 1994)

Offerors are reminded that in accordance with FAR Clause 52.222- 43, "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)", offerors must warrant that the prices in this contract for labor categories subject to prevailing wage determinations and collective bargaining agreements do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

Offerors shall not include escalation for direct labor and fringe costs for the option years for these covered labor categories in their proposals. In accordance with FAR 52.222-43, during contract performance, the contract price or fixed labor rates will be adjusted to reflect the successful offeror's actual increase or decrease in applicable wages and fringe benefits.

L.15 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70) (JUL 1999)

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

L.16 CONTENT OF DISCLOSURE STATEMENT FOR ORGANIZATIONAL CONFLICTS OF INTEREST

(a) Provision K., ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-74), requires the offeror to certify that is not aware of any potential organizational conflict of interest. If the offeror cannot so certify, then Provision L., ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70), requires the offeror to provide a disclosure statement with its proposal describing all relevant information concerning any past, present, or planned interests bearing on whether it (including the chief executives and directors or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) This procurement requires the contractor to provide technical support in efforts toward performing environmental assessments, conducting benefits analysis, and making total maximum daily load determinations. Firms that provide consulting or technical services to entities subject to EPA regulations potentially being impacted by this proposed contract, firms that

are, or are subsidiaries of corporations subject to EPA regulation potentially being developed under this proposed contract, firms which discharge (or are under contract to one of the parties discharging) pollutants to water bodies for which TMDLs are being developed, are required to disclose the extent of those business interests in the proposal and shall describe how any actual or potential organizational conflicts of interest associated with such firms can be mitigated, neutralized, or avoided.

(c) The disclosure statement must address actual and potential organizational conflicts of interest within the offeror's entire corporate umbrella, including parent companies, sister companies, affiliates, subsidiaries, and other interests held by the offeror generally limited up to the third tier relations only unless there are significant COI concerns related to more distant affiliates. In addition to identifying actual and potential organizational conflicts of interest, the disclosure statement shall describe how any such conflicts can be avoided, mitigated, or neutralized. EPA will determine an offeror's eligibility for award based on the information provided in the disclosure statement.

(d) The purpose of requiring the information covered by paragraphs (a) - (c) above is to provide the Agency with an opportunity to assess its vulnerabilities relative to organizational conflicts of interest of individual offerors prior to award. The Agency recognizes that there exists a need for firms to gain the requisite technical experience necessary to fulfill the requirements of the proposed contract and that such experience is often gained through provision of consulting or related technical services to individual members of the regulated community. Accordingly, the fact that a firm has, is, or plans to work for entities of the regulated community will not necessarily disqualify the firm for consideration for award on the basis of actual or potential conflicts of interest. There is a concern, however, that firms which depend to a considerable extent on a commercial work from the regulated industries covered by this solicitation may have an inherent bias in favor of the regulated industries. The more dependent an offeror is upon commercial work for the regulated industries, the greater concern the Agency will have. There is no set formula for determining how much corporate business with the regulated community would result in a determination by the Contracting Officer that award to a particular offeror would not be in the best interests of the Government due to organizational conflict of interest concerns; each offeror will be evaluated individually on the basis of the information disclosed pursuant to the requirements of this provision and upon the adequacy of the offeror's plan for avoiding, mitigating, or neutralizing such conflicts. In summary, the Agency is seeking a technically qualified firm which can demonstrate that its corporate base of activities will not impact its ability to provide unbiased work products to the Agency under the proposed contract.

L.17 PREPROPOSAL CONFERENCE

There will be a preproposal conference on July 19, 2002 in Washington, DC. Time of the conference is 9:00 a.m. Further instructions and directions may be found elsewhere in the web site where this solicitation was electronically located (http://www.epa.gov/oam/cinn_cmd/).

L.18 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND COST OR PRICING PROPOSALS (C01-L13)

L. Instructions for the Preparation of Technical and Cost or Pricing Proposals

a) Technical proposal instructions.

(1) Submit your technical proposal as a separate part of the total proposal package. Omit all cost or pricing details from the technical proposal.

(2) Special technical proposal instructions: **SEE ATTACHMENT 4**

(b) Cost or pricing proposal instructions.

(1) General - Submit cost or pricing information prepared in accordance with **ATTACHMENT 5** and the following:

(c) Indirect costs (overhead, general, and administrative expenses).

- (1) If your rates have been recently approved, include a copy of the rate agreement.
- (2) Submit supporting documentation for rates which have not been approved or audited.

L.19 PROCEDURES FOR PARTICIPATION IN THE EPA MENTOR-PROTEGEE PROGRAM (C01-L14)

(a) This provision sets forth the procedures for participation in the EPA Mentor-Protege Program (hereafter referred to as the Program). The purpose of the Program is to increase the participation of small disadvantaged businesses (SDBs) as subcontractors, suppliers, and ultimately as prime contractors; to establish a mutually beneficial relationship with SDBs and EPA's large business prime contractors (although small businesses may participate as Mentors); to develop the technical and corporate administrative expertise of the SDBs which will ultimately lead to greater success in competition for contract opportunities; to promote the economic stability of SDBs; and to aid in the achievement of goals for the use of SDBs in subcontracting activities under EPA contracts. If the successful offeror is accepted into the Program

they shall serve as a Mentor to a Protege (SDB) firm(s), providing developmental assistance in accordance with an agreement with the Protege firm(s).

(b) To participate as a Mentor, the offeror must receive approval in accordance with paragraph (h).

(c) A Protege must be a small disadvantaged business (SDB) concern as defined under Federal Acquisition Regulation (FAR) 19.001, and a small business for the purpose of the Small Business Administration (SBA) size standard applicable to the North American Industry Classification System (NAICS) code applicable to the contemplated supplies or services to be provided by the Protege firm to the Mentor firm. Further, consistent with EPA's 1993 Appropriation Act, socially disadvantaged individuals shall be deemed to include women.

(d) Where there may be a concern regarding the Protege firm's eligibility to participate in the program, the protege's eligibility will be determined by the contracting officer after the SBA has completed any formal determinations.

(e) The offeror shall submit an application in accordance with paragraph (k) as part of its proposal which shall include as a minimum the following information.

(1) A statement and supporting documentation that the offeror is currently performing under at least one active Federal contract with an approved subcontracting plan and is eligible for the award of Federal contracts;

(2) A summary of the offeror's historical and recent activities and accomplishments under their SDB program. The offeror is encouraged to include any initiatives or outreach information believed pertinent to approval as a Mentor firm;

(3) The total dollar amount (including the value of all option periods or quantities) of EPA contracts and subcontracts received by the offeror during its two preceding fiscal years. (Show prime contracts and subcontracts separately per year);

(4) The total dollar amount and percentage of subcontract awards made to all SDB firms under EPA contracts during its two preceding fiscal years. If recently required to submit a SF 295, provide copies of the two preceding year's reports;

(5) The number and total dollar amount of subcontract awards made to the identified Protege firm(s) during the two preceding fiscal years (if any).

(f) In addition to the information required by (e) above, the offeror shall submit as a part of the application the following information for each

proposed Mentor-Protégé relationship.

(1) Information on the offeror's ability to provide developmental assistance to the identified Protégé firm and how the assistance will potentially increase contracting and subcontracting opportunities for the Protégé firm, including subcontract opportunities in industry categories where SDBs are not dominant in the offeror's vendor base.

(2) A letter of intent indicating that both the Mentor firm and the Protégé firm intend to enter into a contractual relationship under which the Protégé will perform as a subcontractor under the contract resulting from this solicitation and that the firms will negotiate a Mentor-Protégé agreement. Costs incurred by the offeror in fulfilling the agreement(s) with the Protégé firm(s) are not reimbursable as a direct cost under the contract. The letter of intent must be signed by both parties and contain the following information:

(i) The name, address and phone number of both parties;

(ii) The Protégé firm's business classification, based upon the NAICS code(s) which represents the contemplated supplies or services to be provided by the Protégé firm to the Mentor firm;

(iii) A statement that the Protégé firm meets the eligibility criteria;

(iv) A preliminary assessment of the developmental needs of the Protégé firm and the proposed developmental assistance the Mentor firm envisions providing the Protégé. The offeror shall address those needs and how their assistance will enhance the Protégé. The offeror shall develop a schedule to assess the needs of the Protégé and establish criteria to evaluate the success in the Program.

(v) A statement that if the offeror or Protégé firm is suspended or debarred while performing under an approval Mentor-Protégé agreement the offeror shall promptly give notice of the suspension or debarment to the EPA Office of Small Disadvantaged Business Utilization (OSDBU) and the contracting officer. The statement shall require the Protégé firm to notify the Contractor if it is suspended or debarred.

(g) The application will be evaluated on the extent to which the offeror's proposal addresses the items listed in (e) and (f). To the maximum extent possible, the application should be limited to not more than 10 single pages, double spaced. The offeror may identify more than one Protégé in its application.

(h) If the offeror is determined to be in the competitive range, the offeror will be advised by the Contracting officer whether their application is approved or rejected. The Contracting officer, if necessary, may request

additional information in connection with the offeror's submission of its revised or best and final offer. If the successful offeror has submitted an approved application, they shall comply with the clause titled "Mentor-Protege Program."

(i) Subcontracts of \$1,000,000 or less awarded to firms approved as Proteges under the Program are exempt from the requirements for competition set forth in FAR 44.202-2(a)(5) and 52.244-5. However, price reasonableness must still be determined and the requirements in FAR 44.202-2(a)(8) for cost or price analysis continue to apply.

(j) Costs incurred by the offeror in fulfilling their agreement(s) with a Protege firm(s) are not reimbursable as a direct cost under the contract. Unless EPA is the responsible audit agency under FAR 42.703-1, offerors are encouraged to enter into an advance agreement with their responsible audit agency on the treatment of such costs when determining indirect cost rates. Where EPA is the responsible audit agency, these costs will be considered in determining indirect cost rates.

The application for the Program shall be submitted to the Contracting officer, and to the Small Business Specialist, at the following address for Cincinnati procurements: Small and Disadvantaged Business Utilization Officer, Contracts Management Division, 26 West Martin Luther King Drive, Cincinnati, OH 45268, Telephone: (513) 487-2024, Fax: (513) 487-2004.

L.20 EPA'S GOALS FOR SUBCONTRACTING WITH SMALL BUSINESSES (C95-L1)

In accordance with FAR 52.219-9, Alternate II, the Contracting Officer is requesting all Large Businesses which submit an offer under a negotiated Request for Proposal (RFP) that is expected to result in a contract which will exceed \$500,000 (\$1,000,000 for construction) and have subcontracting possibilities provide a subcontracting plan with their initial proposal. In accordance with FAR 52.219-9, Alternate I, when Bids are solicited under a Sealed Bid procedure, the Contracting Officer will only request a subcontracting plan from a Large Business when they are the apparent low bidder after bids have been opened and evaluated. However, in order to expedite the award process, all Large Business bidders submitting a bid under a Seal Bid are encouraged to submit their subcontracting plan with their initial bid.

In reviewing offerors' (or apparent low bidder's) subcontracting plans submitted in accordance with the provision entitled, "Utilization of Small Business Concerns," (FAR 52.219-8) and "Small Business Subcontracting Plan," (FAR 52.219-9) EPA will use its own goals as negotiated with SBA as an Agency guideline. EPA's Socio-Economic subcontracting goal currently totals 50.0% of available subcontract dollars. These goals currently breakout as follows:

Percent of Subcontract
Dollars Awarded

Awards to Small Businesses	50.0%
Awards to Small Disadvantaged Businesses	20.0%
Awards to Women-Owned Businesses	6.0%
Awards to HUB Zone Businesses	2.5%
Awards to Service Disabled Veteran	1.0%

These goals are not intended to be mandatory; however, offerors (or apparent low bidder) are encouraged to keep these goals in mind when developing their subcontracting plan. Please note that goals must be proposed as a percentage of total dollars being subcontracted.

A sample subcontracting plan format can be found on the Internet at <http://www.epa.gov/oam/forms.htm> and is titled "Model Subcontracting Plan Outline." This sample is available as a guide to assist offerors in preparation of subcontracting plans and is not designated as mandatory.

L.21 QUALITY MANAGEMENT PLAN

As stated in Clause E.2 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION), the contractor shall provide a Quality Management Plan as a separate and identifiable part of its technical proposal. The Quality Management Plan shall be evaluated in accordance with the provision in Section M entitled, EVALUATION OF THE QUALITY MANAGEMENT PLAN.

L.22 CONFLICT OF INTEREST PLAN (C96-L3)

As part of the initial offer, offerors should submit an Organizational Conflict of Interest (COI) Plan which outlines the procedures in place to identify and report conflicts of interest, whether actual or potential, throughout the period of contract performance. The plan shall address step by step the checks and balances in place to detect potential or actual conflict of interests, organizationally and with personnel, that could result from activities covered by the Statement of Work. The COI plan shall be incorporated into any resulting contract.

The COI plan shall be evaluated in accordance with the provision in Section M entitled, "EVALUATION OF CONFLICT OF INTEREST PLAN".

The Agency's minimum standards for Organizational Conflict of Interest Plans is posted to the Internet at <http://www.epa.gov/oamrfpl2/ptod/epaar.pdf>.

SECTION M - EVALUATION FACTORS FOR AWARD

**M.1 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS
(EPAAR 1552.215-70) (AUG 1999)**

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

- (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
- (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

M.2 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999)

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price.

(b) Evaluation factors and significant subfactors to determine quality of product or service:

SEE ATTACHMENT 3

M.3 PRICE EVALUATION

The evaluation of price for source selection purposes will be based on the proposed price for labor specified in Attachment 5, COST PROPOSAL INSTRUCTIONS.

M.4 EVALUATION OF CONFLICT OF INTEREST PLANS

The plan described in the Section L provision, entitled, CONFLICT OF INTEREST PLAN, will be evaluated as acceptable or not acceptable and will be part of the contractor's responsibility determination. Notwithstanding any other evaluation of the offeror's proposal, an offeror that submits a plan that is unacceptable at the time of award will not be eligible for a contract award.

M.5 EVALUATION OF THE QUALITY MANAGEMENT PLAN

The plan described in the Section L provision, entitled, QUALITY MANAGEMENT PLAN, will be evaluated as acceptable or not acceptable. Notwithstanding any other evaluation of the offeror's proposal, an offeror that submits a plan that is unacceptable at the time of award will not be eligible for a contract award.

M.6 EVALUATION OF PAST PERFORMANCE (C99-M6)

Past performance evaluations will be conducted as part of the initial proposal evaluation. The weight assigned to past performance is as listed in the attachment entitled "Technical Evaluation Criteria". The attachment entitled "Past Performance Questionnaire" will be used to solicit the past performance information. Offerors with no past performance history will neither be rated favorably or unfavorably. Accordingly, when the Contracting Officer determines that an offeror has no relevant past performance experience, the weighting for past performance evaluation will neither be favorable or unfavorable. However, if an offeror chooses not to supply the past performance information requested in Section L, and the Government becomes aware that the offeror in fact has relevant past performance, the Contracting Officer may consider the offeror to be ineligible for contract award.

DRAFT

PR-CI-02-10515

ATTACHMENT 1

STATEMENT OF WORK

STATEMENT OF WORK

Technical Support for the National Watershed Protection Program Using Point and Nonpoint Source Water Pollution Controls and Total Maximum Daily Loads

PR-CI-02-10515

1.0 Purpose

Since passage of the Clean Water Act of 1972, considerable progress has been made in reducing water pollution from both point and nonpoint source (NPS) dischargers. Although considerable progress has been made in reducing pollution from point and nonpoint sources in the nation's streams, lakes, estuaries, wetlands, and coastal waters, state water quality assessments continue to show significant impairments of designated uses in these waters. To fully meet the requirements of the Clean Water Act and other legislation enacted since 1972, continued work must be performed to improve point and nonpoint source controls and to promote and foster improvements in nonpoint source management. Water quality monitoring programs at the state, tribal, federal, local, and private levels are necessary to document the extent and nature of pollution problems nationwide, to determine the effects of pollution control programs, and measure progress toward water quality objectives and goals. This statement of work is to support the activities and mission of the Assessment and Watershed Protection Division (AWPD) to monitor water quality, manage and display water quality information, assess water quality conditions and report on those conditions to the public and Congress. This information is key to making informed water quality management decision. The primary purpose of this statement of work is to advance the protection and restoration of the nation's watersheds and water bodies, through the use of point and nonpoint source pollution controls, water quality monitoring, and development of tools for ecosystem restoration and, ultimately, improve water quality.

The following major activities are involved in this effort:

- 1.1 Support watershed protection and restoration.** The contractor will provide techniques and strategies in the protection and restoration of ecosystems (e.g., habitat, riparian, and stream corridor restoration) in conjunction with the programs of states, tribes, and other federal agencies.
- 1.2 Promote watershed protection.** The contractor will provide technical, logistical and administrative support to spread the message that traditional EPA, state, and tribal

programs are most logically coordinated and implemented on a watershed basis. This will involve public outreach and technology transfer to interested parties and the forging of partnerships with those groups to achieve watershed protection goals using incentives and creative, often non-regulatory, methods of improvement.

- 1.3 **Promote and Support water quality monitoring across AWPDP programs including integrating NPS monitoring, TMDL and water quality standard (WQS) attainment monitoring.** The contractor will provide technical and administrative support to spread the message that monitoring for all programs needs to be integrated and coordinated most logically on a watershed basis.
- 1.4 **Provide program tools** for more effective and efficient watershed management. These tools will include guidance and procedures for water quality monitoring, use of the total maximum daily load (TMDL) process, development of nutrient criteria, preparation of guidance on ecosystem and watershed management, establishment of the Watershed Academy for broad-based training, and provision of a framework for effluent trading and related technical support.
- 1.5 **Strengthen state and tribal NPS management** The Assessment and Watershed Protection Division (AWPD) will work with EPA regions, states, tribes, and other private and public partners to develop a framework for strengthening nonpoint source management.
- 1.6 **Focus programs on threatened and impaired waters** AWPDP will promote the implementation of stronger NPS programs that will improve the water quality of threatened or impaired waters and work to avoid new impairments or threats to water quality.
- 1.7 **Foster a commitment to solve water quality problems through private actions** AWPDP will use varied approaches to public outreach as a means of educating the public and local decision-makers so that there is a broader commitment to solve NPS pollution problems through individual actions and through appropriate public policies.
- 1.8 **Provide for the field collection of water quality samples**
- 1.9 **Laboratory analysis of water quality samples and assessment of results**
- 1.10 **Work with EPA partners to collect and share water quality information.**

The contractor will provide technical support to AWPDP under this acquisition, to develop the

program tools for accomplishing the above goals. In the context of this acquisition, the term, AWPDP, means the Environmental Protection Agency's Assessment and Watershed Protection Division; AWPDP's related organizations in the Office of Wetlands, Oceans, and Watersheds (OWOW); and related organizations in the Office of Water (OW).

The contractor shall supply all necessary labor, materials, equipment and facilities in technical support of the program areas listed herein, and as further specified by written task orders issued by the Contracting Officer (CO). The contractor shall perform multiple task orders concurrently.

Each initial deliverable shall be provided to the EPA Task order Manager (TOM) and EPA Project Officer (PO) in draft form for review and comment. The contractor shall incorporate procedures to ensure that these drafts completely document the methodologies, use appropriate assumptions and data, are accurate and complete, and are as specified in the task order or written technical direction before provided them to the EPA. The contractor shall incorporate Tom review comments into revisions of the drafts. All drafts and final reports shall be approved by the Tom. Activities to be conducted under this contract are limited to technical support. The EPA PO or Tom reviews all contractor analyses and makes final determinations with regard to program objectives and the content of Agency regulations and policy development.

2.0 TASKS:

The contractor shall provide the following services under this contract. In performing these services, contractors will always be required to identify themselves as contractor personnel whenever their EPA work brings them in contact with the public, as in providing technical information and in the conduct of training and conferences. Contractor staff must always wear their contractor ID badges when interacting with the public. When serving in either a technical or logistical support role at conferences and workshops, contractor staff shall only attend sessions that are relevant to their role in support of the proceedings. When the contractor is to conduct training, the EPA will review and approve all materials and courses before presentation, ensuring the training material is factual, and clear in its presentation of EPA's views, policies, and regulations.

2.1. TOTAL MAXIMUM DAILY LOADS (TMDLs)

2.1.1 Development of Total Maximum Daily Loads

Identify specific TMDLs and prepare illustrative national case studies. Provide technical support for TMDL development and implementation including activities such as performing assessments of new and existing water quality modeling; preparation of data as a basis for §303(d) lists; evaluations of listing approaches used by states, territories, and authorized tribes; and general technical analysis to

provide technical information that is necessary to defend or settle lawsuits. Evaluate completed and ongoing TMDL development and implementation and develop materials, tools, and guidance needed to incorporate nonpoint sources more effectively into ongoing TMDL development and implementation.

2.1.2 Water Quality Assessments (for development of TMDLs)

- 2.1.2.1 The contractor shall provide technical, logistical and administrative support in the Agency's efforts to prepare manuals and technical documents for monitoring and assessing water quality health. The Contractor shall support the Agency in identifying and collecting currently available assessment methods; in summarizing their contents, applicability and usefulness; and in preparing recommendations of variations and combinations of methods which are appropriate to meet individual situations and site-specific needs.
- 2.1.2.2 The contractor shall provide technical, logistical and administrative support in the Agency's efforts to identify and collect currently available methodologies, procedures, and approaches used by states, tribes and territories to assess waters and calculate TMDLs of pollution for individual water bodies not meeting designated uses. The contractor shall support the Agency's efforts to review these methodologies, procedures, and approaches; to disseminate information on their technical adequacy and sufficiency to other states, territories, and tribes; and to design and implement demonstration projects utilizing technical methods, procedures, and approaches which are technically sufficient and adequate to assess waters and calculate TMDLs of pollution for individual water bodies not meeting designated uses.
- 2.1.2.3 The contractor shall provide technical, logistical and administrative support in the Agency's efforts to identify, collect, and review the procedures utilized by states, tribes, and territories to screen water quality assessment data and prepare priority lists of waters not meeting designated uses for which the calculation of a TMDL is scheduled. The contractor shall support the Agency's efforts to review for technical sufficiency the lists of assessed waters

needing calculation of TMDLs, submitted by states, tribes, and territories.

- 2.1.2.4 The contractor shall provide technical, logistical and administrative support in the Agency's efforts to identify and collect the baseline data and individual assessment methodologies which are necessary to develop and promulgate TMDLs of pollutants for individual water bodies where EPA has been assigned a mandatory duty by the Federal Court to assist states, tribes, and territories in meeting Clean Water Act requirements for TMDLs.
- 2.1.2.5 The contractor shall provide technical, logistical and administrative support in the Agency's efforts to develop and apply the assessment methodologies for calculating TMDLs of pollutants for individual water bodies in cases where existing methods are determined to be inadequate, or ruled insufficient by the Federal Courts.

2.1.3 Water Quality Screening and Modeling Support

- 2.1.3.1 The contractor shall support the Agency's efforts to provide technical support for application of information, procedures, and predictive tools that will facilitate incorporation of multi-source considerations into screening and planning / decision - type analysis.
- 2.1.3.2 Provide technical support for application and/or refinement of screening procedures and tools for assessing the impact of point and nonpoint sources on receiving waters and linkages to ground water.
- 2.1.3.3 Provide technical support for the development of screening procedures for determining the degree of point and non-point source controls necessary for their effectiveness in meeting water quality objectives
- 2.1.3.4 Provide technical support for the development of cost-effective monitoring strategies for gathering field data when such activity is required.

- 2.1.3.5 Support AWPD development, training, and application of models and decision tools for point and nonpoint source planning and management, primarily at the watershed level. Models such as WASP, CREAMS, AgNPS, SWMM, HSPF, and STORM, as well as on-site tools such as STEWARD (formerly RCWP Expert), CROPS, and USLE are typical of the methods to be considered and used under this task.

2.1.4 Economic modeling and analysis of costs and benefits

- 2.1.4.1 The contractor shall provide technical, logistical and administrative support in the Agency's efforts to identify, collect, and evaluate economic analyses and models which have been prepared to determine the costs (and benefits) of existing regulatory requirements for surface water quality assessments and management approaches, such as calculating TMDLs of pollutants in individual water bodies. The contractor shall support the Agency's efforts to review for technical sufficiency these existing analyses and models.
- 2.1.4.2 The contractor shall provide technical, logistical and administrative support in the Agency's efforts to apply these analyses and models to determine the costs and economic benefits of alternative regulatory approaches which the Agency might be required to consider, as a result of public comment or judicial review of the current regulations in the Federal Code which support individual requirements contained in the Clean Water Act.
- 2.1.4.3 The contractor shall provide technical, logistical and administrative support in the Agency's efforts to consider, as a result of public comment, judicial review, or congressional Clean Water Act reauthorization, the costs and economic benefits of developing, managing, and implementing alternative approaches to implementing specific statutory requirements in the Clean Water Act.
- 2.1.4.4 The contractor shall provide technical, logistical and administrative support in the Agency's efforts to identify, collect, and evaluate technical data and economic analyses and models to prepare a

Regulatory Impact Analysis for alternative agency actions which might be considered as a result of public comment, judicial review, or congressional reauthorization of Clean Water Act requirements for surface waters, water quality assessment, and management actions such as the identification and scheduling of individual water bodies needing a calculation of TMDLs of pollutants. For treatment of data see Special Conditions Section 3.0.

2.2 Point Source (PS) & Nonpoint Source (NPS) Technical Support & Monitoring

2.2.1 NPS monitoring, land treatment tracking, and NPS data analysis methods.

Provide technical, logistical and administrative support in the development of technical guidance, workshops, and training on water quality, ecological, and NPS monitoring, including chemical, physical, biological, and habitat monitoring in freshwater (both surface and ground waters) and saltwater environments. The contractor shall also support development of techniques for tracking land use changes and the implementation of nonpoint source control practices for the purposes of documenting the status of implementation and of linking land-based data with water quality data to determine through statistical means the effects of land management on water quality at the watershed-level and site-specific evaluations. This work may include assessment, development, calibration, verification, and application of water quality models for surface and groundwater management.

2.2.2 Best Management Practices (BMP) design, site planning, development of technical information such as BMP effectiveness, BMP options.

Provide technical support that will enable EPA's state, territory, and tribal partners and related organizations to incorporate BMPs and management measures for point and nonpoint source control. Areas to be addressed include BMP design, site planning, and information on BMP effectiveness and limitations. The range of point and nonpoint sources will include agriculture, urban, forestry, hydro modification, on-site disposal systems, marinas, storm water, CAFOs/AFOs, and mining.

2.2.3 Pollution control needs and priorities for various sectors (e.g., dairies, soybeans, private foresters, etc.) and support in developing strategies to address identified priorities.

Provide technical, logistical and administrative support in the Agency's development of profiles of nonpoint source sectors (e.g., dairy agriculture) to assist in developing strategies for addressing problems caused by the sectors. Sector profiles will be developed that document the economic and social significance of the sector (e.g., share of world market, exports, production, jobs, products), the ways in which the business of the sector is conducted across the nation (e.g., details regarding planting, harvesting, and processing of soybeans), water quality problems caused by the sector (e.g., sediment and nutrient loads from conventional-till corn), best management practices for preventing water quality problems (e.g., no-till corn and nutrient management), and opportunities for working with the sector to help solve its water quality problems, both in surface waters and in ground water.

2.2.4 Implementation issues related to point and nonpoint source strategies.

Assess implementation issues related to point and nonpoint source strategies and provide recommendations to EPA.

- 2.2.4.1 Provide technical, logistical and administrative support to EPA in assessment and implementation of its watershed-based strategy for controlling urban storm water, CAFOs, municipal, and industrial discharges, and recommend options to facilitate implementation of responsibilities under the National Pollution Discharge Elimination System (NPDES) at the state, local, and regional level.
- 2.2.4.2 Provide technical, logistical, and administrative support to EPA on the development of watershed plans to address waters that are threatened or impaired by nonpoint sources, and which may include point sources. These watershed management or implementation plans may be associated with implementation of TMDLs or might address other threats to the physical, chemical, and biological integrity of the nation's waters. This would include the support for the development and use of NPS models, other technical tools, and other implementation planning processes to assist in the implementation of NPS TMDLs.
- 2.2.4.3 Provide technical, logistical and administrative support in EPA's analysis and evaluation of the range of voluntary and regulatory approaches to pollution control, including the use of incentive

systems to strengthen such efforts.

- 2.2.4.4 Provide technical, logistical and administrative support in EPA's efforts to integrate programs and policies of other agencies and their programs (e.g., Farm Bill, ISTEA, Grazing Reform) with the monitoring, assessment, and NPS programs. Types of support includes data analysis (e.g., economic and water quality analysis), graphics presentations (e.g., GIS applications), legislative analyses, and meeting support.

2.2.5 Coastal Nonpoint Source (NPS) Programs under Section 6217

- 2.2.5.1 Evaluate state coastal nonpoint pollution control programs submitted to EPA and the National Oceanic and Atmospheric Administration (NOAA) under the Coastal Zone Act Reauthorization Amendments (CZARA) of 1990 to determine their conformity with the technical § 6217(g) guidance.
- 2.2.5.2 Develop periodic "Coastal Coordinators Workshops," [names of workshops will vary from year to year], which will provide an opportunity for technology and information exchange among states beginning to implement their coastal nonpoint source programs.

2.2.6 Best Management Practices summaries and evaluations under Coastal Zone Act Reauthorization Amendments (CZARA).

The contractor shall support AWPDP investigations of the effectiveness of best management practices for agriculture, urban, forestry, hydromodification, on-site disposal systems, marinas, CAFOs/AFOs, and mining. AWPDP currently has an extensive documentation of such effectiveness through coastal nonpoint pollution control program, or section 6217(g), guidance on management measures, but this information will require updates and expansion. The contractor shall perform literature retrievals, consolidate information, and provide summaries of the effectiveness and costs of BMPs.

2.2.7 Evaluate existing State and Tribal Clean Water Act Section 319 assessment reports and management programs

Evaluate existing State and Tribal Clean Water Act Section 319 assessment reports and management programs to identify and clarify needs for technical and

programmatic materials, tools, and guidance needed to strengthen Section 319 assessments and management programs. Evaluate monitoring programs to develop guidance and training materials for states and tribes on developing and implementing more effective nonpoint source monitoring/ assessment programs.

2.2.8 NPS and Point Source Monitoring

- 2.2.8.1 Provide watershed monitoring support (i.e., both point and nonpoint source) to EPA and, via EPA, to its partners (states, local governments, and other entities) in the development and tracking of TMDLs. Perform actual water monitoring work on coastal, estuarine, and other inland surface water bodies. For treatment of data see Special Conditions Section 3.0.
- 2.2.8.2 Provide technical and logistical support to EPA for the development and implementation of water quality monitoring guidance, requirements and needs, such as monitoring methods evaluations and methods development. Provide technical support for the development of cost-effective monitoring strategies for EPA, States, Tribes, and local governments.
- 2.2.8.3 Provide technical, logistical and administrative support in EPA efforts to work with monitoring partners outside the Office of Water and outside EPA in collaborative monitoring, data sharing, use of comparable monitoring methods, measuring progress toward program goals, and interpretation and reporting of information for use by the public and decision makers.
- 2.2.8.4 Develop information, procedures, and tools that facilitate the incorporation of multi-source considerations into water quality screening and planning/decision analysis.
- 2.2.8.5 Provide support in the assessment and development of local/public participation programs for water quality assessment.
- 2.2.8.6 Provide technical support for the development of cost effective monitoring strategies for gathering field data.
- 2.2.8.7 The contractor shall provide technical support in the performance

of all aspects of chemical, physical, and biological water quality sampling programs and related data gathering in the field, in support of the monitoring program efforts included in this statement of work. This work includes taking surface water quality samples, water column samples, benthic samples, sediment samples, fish samples, indicators of microbial pathogens, toxic pollutants, and other biological matter samples. Water, soil, and vegetation sampling and evaluation (e.g., habitat assessment) may also occur on land to examine and study the conditions that contributed to the water pollution. Sample and data collection may occur using vessels in lakes, rivers, oceans, and coastal water bodies. For treatment of data see Special Conditions Section 3.0.

- 2.2.8.8 In support of the monitoring program needs, the contractor shall provide technical support in the sorting and classification of gathered samples, and in performing required laboratory analytical work. The contractor, as required in task orders, shall conduct physical, chemical, and biological analyses of samples (e.g., air, biota, water, tissue, and sediment). Biological analyses include bioassays, identification of benthic organisms, fish and vegetation, and the implementation of fish histopathological studies. Field sampling and analysis shall be performed in accordance with approved EPA guidance and protocols, and appropriate QA/QC procedures and requirements. For treatment of data see Special Conditions Section 3.0.
- 2.2.8.9 Provide technical support in the assessment, development and implementation of water and watershed indicators and scorecards to measure progress toward water quality goals. Evaluate roles and responsibilities of Federal, State/Tribal, and local governments in meeting objectives for point and nonpoint source control. Develop reports and technology transfer tools to inform the public about progress toward water quality goals.
- 2.2.8.10 Support AWPD workshops and training on GIS applications (primarily nonpoint source), GIS data development, and technical guidance on GIS applications. The contractor shall develop training materials, conduct training sessions, and develop data

layers associated with watershed-level and national-level analyses of water quality problems, especially those related to nonpoint sources. The range of nonpoint sources will include agriculture, urban, forestry, hydromodification, on-site disposal systems, marinas, and mining.

2.2.9 EPA Volunteer Monitoring Program

Provide technical support to the EPA volunteer monitoring program, including supporting EPA in its promotion of volunteer monitoring as a component of state, tribal, local or regional watershed protection projects and community-based environmental programs; researching, evaluating, adapting, updating or developing volunteer monitoring methods; supporting volunteer program use of EPA's STORET data management system through the development of user guides or other educational tools; and writing and editing text for volunteer manuals, planning guides, fact sheets, and outreach materials.

2.2.10 Biological Assessment Program

2.2.10.1 Provide technical support to the production and development of national biological assessment protocols for a variety of waterbody types, as follows:

Streams - updates and necessary modifications.

Lakes - refinements to final national guidance.

Estuaries - complete production of final national guidance.

Large rivers - begin the development of the national guidance.

Wetlands - determine feasibility and begin development of national guidance.

2.2.10.2 Provide user technical support for the biological assessment protocols. This technical support includes building training modules and conducting workshops to disseminate information to state and local governments on the national biological assessment guidance documents; managing and analyzing state and local government biological data sets on an as-needed basis; modifying national guidance to fit local environmental considerations; and performing biological surveys to assist State and local governments and to test proposed national protocols.

- 2.2.10.3 Provide technical support for outreach activities for EPA's biological program, including development of program highlights of case studies of bioassessment programs; development of program updates that track information on the use of biological data in state and local government water quality management programs; and development of additional outreach tools such as display boards and brochures that provide an overview of EPA's biological assessment program.

2.2.11 Geographic Information Systems

Provide technical support in the application of spatial data and spatial analysis technologies, including Geographic Information Systems (GIS), to OW's integrated watershed protection initiatives. This support requires a multi-disciplinary approach including traditional computer skills combined with earth, physical and environmental sciences, cartography, remote sensing, etc. It entails the full complement of project-related roles from project manager to spatial analyst. It requires the knowledge of spatial data (hydrology, land use, soils, wetlands, demography, habitat, etc) and traditional spatial analysis techniques including network analysis, buffering, polygon overlay, and proximity analysis. It includes the integration of environmental modeling techniques such as fate-and-transport and dilution models. Products include interactive applications, paper maps, and the spatial data upon which they rely. These spatial analysis applications are intended to support OW programs at EPA headquarters, EPA regions, and with OW's external partners including state and local governments.

- 2.2.11.1 The contractor shall manage spatial data for use in spatial analysis applications. Effective spatial data management addresses the identification of data needs, inventorying of available data, acquisition or development of priority data, preparation of data into a ready-to-use format, storage and delivery for use in desktop and Internet-based applications, and maintenance and archiving.
- 2.2.11.2 The contractor shall provide quality assurance checks on an as-needed basis as new data sets are evaluated and implemented. Data quality descriptors shall be recorded consistent with Federal and EPA standards, e.g., Federal meta-data standard, EPA Locational Data Standard.

- 2.2.11.3 The contractor shall maintain the capability of client GIS systems to read, store, analyze, display, and communicate data with other installations. The contractor shall support the exchange of information with other GIS users.
- 2.2.11.4 The contractor shall develop spatial analysis applications. Such spatial analysis applications development entails the identification of user application needs, and application design, implementation, testing, and delivery. Once applications are delivered, technical support, training, and maintenance will be required.
- 2.2.11.5 The outputs from these applications shall be incorporated in demonstrations or briefing materials including maps, data characteristics, and finding.

2.2.12 Software development and enhancement; enhancement of NPSMS software.

Support AWPDP's development and refinement of software for nonpoint source watershed projects funded under the Section 319 National Monitoring Program. The current software, NPSMS for Windows, supports project background information, including identified problems, project location, monitoring plans, implementation plans, and funding. NPSMS supports paired-watershed studies, upstream-downstream studies, and single-station studies, including biological, chemical, physical, and habitat data. Land treatment tracking is also supported, as is a series of reports and graphics options. Both ambient and storm-event sampling is supported, but the software currently only addresses stream systems. Future development will include lakes, ground water, estuaries, and coastal waters, with increased capabilities to perform statistical analyses, as well as user-defined graphical summaries of the data. The contractor shall support AWPDP development in these areas, provide user support to approximately 30 watershed projects and other interested persons, explore options for linkages to STORET-X and GIS, and participate in technical workshops for the watershed projects.

2.2.13 Database development, data analysis, and data presentation capabilities--ability to access and use USDA's and DOI's data.

Provide support in database development, analysis, and presentation of data from the U.S. Department of Agriculture, Department of Interior, and Department of Commerce, among others. Data sources include the National Resources Inventory, Census, National Water Quality Assessment, and others. Analyses will identify areas of concern with regard to water quality problems, potential and

existing nonpoint source problems, and linkage of the two. National, water basin, state, and local-level analyses are all anticipated, as is presentation within a GIS environment.

2.2.14 Nonpoint Source Management Measures for Design, Operation, and Maintenance.

Provide technical support in the design, operation and maintenance of measures in the following areas. Note that the technical support work discussed in respect to the structures noted below involves analysis and evaluation activities and does not include physical construction work, or actual performance of maintenance or operation of the structures.

- * Dams and impoundment structures and how they can affect surface water quality and habitat
- * Channelization and channel modifications-- and how they can affect surface water quality and habitat
- * Constructed wetlands and vegetated filter strips--and how they can affect surface water quality and habitat
- * Wetlands/riparian protection (particularly those restored for functional, as well as mitigative, purposes)
- * Structures and other measures related to treatment of nonpoint sources from agriculture, silviculture, urban development, mining, onsite wastewater treatment marinas and boating, and other sources of NPS pollution.

2.2.15 Assessment Data Base (ADB)

The Assessment Data Base (ADB) is a software package created by the U.S. EPA to manage state water quality assessment and related information. The program is available as a PC version for IBM compatible computers. Although the ADB is designed for managing water quality programs, it is not intended to store or analyze raw monitoring data. The ADB also facilitates state preparation of the report of water quality status required by Section 305(b) of the Clean Water Act.

A waterbody may be any discrete hydrologic entity, defined by each state, this is useful for assessment and management purposes. All data in the ADB is tied to an individual geographically defined waterbody and each individual assessment within each waterbody is given a unique assessment date. States may modify the ADB to address information management needs of particular interest; states can

add new data elements and utilize optional charter fields on many existing data elements.

Three key elements are tracked for each waterbody:

- N** Water quality status: measures of quality such as the extent to which designated uses are fully or partially supported, not supported, or not assessed.
- N** Causes: the types of pollution that are causing water quality problems, e.g. nutrients, pesticides, or siltation.
- N** Sources: the types of point or nonpoint sources that are responsible for the pollution, e.g., municipal treatment plants, agricultural runoff, or acid rain.

- 2.2.15.1 Provide a customer support function to any user of the ADB
- 2.2.15.2 Provide support in defining waterbodies and digitizing them to provide map overlays depicting the waterbodies. These overlays will be compatible with Arc Info software, the Agency's GIS standard.
- 2.2.15.3 Add data elements directly for either State or EPA personnel to the current waterbody system.
- 2.2.15.4 Maintain and modify, as appropriate, full user and system documentation of the waterbody system. This documentation shall be available within three days of request. The contractor shall have a sufficient number of copies on hand, of the current system, to support a training seminar of 12 within one week of notification.
- 2.2.15.5 Conduct training seminars based on technical guidance provided in task orders.
- 2.2.15.6 Maintain a copy of each version of the system. The contractor shall always have the latest version available. The Tom and contractor will determine if any particular change to the current version represents a new release, a new version, or only an enhancement.

- 2.2.15.7 Maintain an on-line change control log of all changes, additions, or modifications to the ADB.
- 2.2.15.8 Translate state data into the ADB. Ensure that common formats enable national aggregation of information.

2.2.16 Integrated Water Quality Assessment (305(b) and 303(d) of the CWA)

- 2.2.16.1 Integrated Water Quality Assessments (Sections 305(b) and 303(d))
Provide technical support to EPA to prepare the text, layout, and graphics for the National Water Quality Inventory Report and related summary documents and presentations, including Internet-accessible materials. This technical support may include, but is not limited to:
- * Extracting water quality assessment data from state/tribal/territorial water quality assessments
 - * Compiling additional data from other sources including, but not limited to NOAA and USGS
 - * Maintaining and updating that data in an electronic data base
 - * Performing quality control checks on data
 - * Analyzing and summarizing data
 - * Reviewing and summarizing state reports and other supplemental materials as necessary
 - * Providing technical assistance to states, territories, and tribes so that they submit clear, properly formatted, and accurate 305(b) reports to EPA (includes providing support to these groups so they can submit their information to EPA electronically)
 - * Drafting text and graphics, including maps, to present the information requested in the Integrated Water Quality Monitoring and Assessment guidance.
 - * Preparing materials for publication via hard copy and electronic media
- 2.2.16.2 305(b) Reporting Guidelines, Consistency Workgroup, and the Consolidated Assessment and Listing Methodology (CALM)
Provide technical, analytical, editorial, and document preparation

support in the development and revision of guidance and related supplements for states, territories, and tribes on the preparation of water quality assessments and 305(b) reports. Provide technical, analytical, and logistical support to the 305(b) Consistency Workgroup. The workgroup, comprised primarily of state, territory, tribal, and EPA water quality monitoring and assessment staff, provides a forum for increasing the quality, consistency, and comparability of state, territory, and tribal water quality assessment reports. Support may include, but is not limited to:

- * Logistical support to the workgroup including schedule and location of meetings, note taking and preparation of meeting summaries
- * Technical and analytical support including literature reviews and related research, data collection and evaluation, and preparation of issue papers
- * Editorial support in drafting and preparing guidance document text, layout, graphics, and camera-ready copy
- * Preparing camera ready copy of the Report to Congress and other related summary documents.

2.2.17 Reports to Congress

Provide technical support to EPA in its preparation of reports to Congress under The WQA of 1987; the Coastal Zone Act Reauthorization Amendments of 1990; and other laws related to the Nonpoint Source Program.

2.3. GENERAL PROGRAM SUPPORT

2.3.1 Workshop and meeting logistics support.

Provide administrative support in the planning and execution of workshops, training sessions, symposia, and meetings related to this contract's statement of work. This task requires the contractor to provide support in: (1) site selection, (2) meeting logistics, including arranging conference facilities, lodging, audio-visual needs, and registering participants, (3) preparing announcements and advance information for attendees, (4) soliciting attendees and papers, and inviting speakers to make presentations, (5) provision of logistical support for speakers and scientific or technical experts who directly contribute to the requirements of specific contract/task order performance, (6) planning meetings, and clerical preparation of EPA-developed workshop or meeting agendas, (7) developing

workshop materials for all participants, including shipping technical materials for the workshops, (8) workshop evaluations, (9) on-site management, including registration support, and (10) preparation of minutes, summary reports, and proceedings documents.

2.3.2 Provide watershed educational and outreach support.

Contractor shall provide watershed educational and outreach support in the form of workshops targeted at Federal, State and local agency personnel, as well as involved citizens and watershed stakeholders. The execution of educational seminars described here include general workshop support as described in the preceding paragraph plus organizing workshops, delivery of training materials/modules, and post-workshop evaluations. Also required is the development of watershed focused outreach and educational materials for use in workshops and/or made available to the Agency as stand-alone materials and guides for distribution to the public. These materials would cover topics including: techniques and approaches for delivery of effective outreach/educational programs, methods to improve stakeholder involvement, techniques to effectively evaluate outreach programs, and other relevant topics to enhance outreach programs at the watershed level.

2.3.3 Internet and Public Education.

The contractor shall support the Agency's efforts to develop effective outreach materials and program information for use on the Agency's Internet world wide web site. The contractor shall maintain and enhance current EPA Internet Sites that focus on watersheds and that provide information and data on watershed management programs to the public.

2.3.3.1 The contractor shall maintain and enhance current EPA Internet Sites that focus on TMDLs, and provide information and data on TMDL waters; summaries of completed TMDLs; and the lists compiled by states, tribes, and territories of waters qualifying for TMDLs.

2.3.3.2 Catalog Data. Process, document, and track data sets. All data and metadata should be entered into the Environmental Information Management System (EIMS) online data catalog.

2.3.3.3 GIS (Geographic Information Systems) Analysis. Produce GIS displays and overlays of data for the Surf/TWI (Index of

Watershed Indicators) Map Library or Watershed Atlas, using arc view or arc info, the agency standards.

2.3.4 Graphics Support.

- 2.3.4.1 Produce camera-ready art work (in either hard-copy or computer file format) and graphics that clarify and enhance AWPD documents (manuals, brochures, and reports).
- 2.3.4.2 Provide editorial support, develop graphics and text materials for educational publications and develop scripts used in educational and technical videos (no actual video production is required under this contract).

2.4. Quality Assurance (QA) Requirement

Where QA Project Plans are required, the contractor shall prepare them in conformance with EPA Requirements for Quality Assurance Project Plans for Environmental Data Operations (EPA QA/R-5). QA performance shall be in conformance with the Office of Water Quality Management Plan (EPA 800-R-95-001; June 1995.)

- 2.4.1 Provide support in the development of techniques for implementing the Office of Water Quality Management Plan within the Office of Wetlands, Oceans, and Watersheds.
- 2.4.2 Provide support in the development of techniques for implementing the Office of Water Quality Management Plan (QMP) within the Office of Wetlands, Oceans, and Watersheds. This work shall include support in analysis of QA needs conforming to the 17 areas defined in the OW QMP; application of operational analysis techniques, and TQM approaches to analyzing OWOW environmental tasks to ensure quality and effectiveness; and assistance in defining and implementing more effective approaches in the defined areas. The 17 areas defined in the QMP cover complete systems development such as watershed management approaches to specific technical environmental and economic data and information. Accordingly, analysis and implementation support will range from total systems through development of data quality objectives to establishment of controls for and assessment of confidence levels for environmental and related economic data.

2.5. Peer Review

The contractor shall perform technical peer review of technical documents and materials related to the topics described by the scope of work of this acquisition, that were prepared by entities other than the contractor or the contractor's team members and consultants. The number of reviewers required and their qualifications will be specified in task orders; these qualifications may vary with the technical nature of the product. It is the responsibility of the contractor to insure that all peer reviews are conducted in a manner to avoid all actual, potential, or apparent conflicts of interest, including the submittal of Conflict of Interest certifications consistent with contract requirements. When conducting peer reviews, the Contractor shall follow EPA's *Science Policy Council Handbook on Peer Review*, (EPA 100-B-98-00, January 1998). The handbook can be found electronically at the EPA website, www.epa.gov/ORD/spc/prhandbk.pdf.

The contractor shall submit peer review written comments, with all supporting materials, such as additional references or suggested approaches, to the EPA PO/Tom. Review packages submitted by the contractor to EPA shall include: written general comments and specific changes or revisions required to improve clarity and scientific accuracy of documents or products; any new data that might contribute to the derivation of improved processes and procedures; and other scientific and technical materials that may be pertinent. The contractor shall also be available to clarify any peer reviewer comments and recommendations.

3.0 Special Conditions

All work performed under this contract shall adhere to clause EPAAR 1552.211-79 "Compliance with EPA Policies for Information Resources Management", which requires the adherence to all Agency directives for performance of any IRM related work.

3.1 IRM Policies, Standards and Procedures [<http://www.epa.gov/irmpoli8/>].

The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

3.2 Information Technology Architecture Road Map (ITARM) [http://www.epa.gov/etsdweb1/irm_itarm/].

For development/enhancement of information resources, contractor must adhere to all technical specifications listed in the ITARM.

3.3 Environmental Information Management System (EIMS) [<http://www.epa.gov/eims>].

A contractor developing or enhancing an information resource shall first conduct a thorough search of existing information resources, through means such as EIMS, to ensure

development/enhancement of information resources does not duplicate existing information resources. If duplication is determined, contractor shall consult with EPA project officer to ensure that existing information resources are optimally utilized in conjunction with information resource being developed/enhanced by the contractor. For any development/enhancement of information resources, contractor shall work with EPA on inserting/updating resource description information in EIMS.

3.4 Data Standards and Environmental Data Registry (EDR) [<http://www.epa.gov/edr>].

Any development/enhancement of information resources (Information Resources include systems, databases, and models/web applications that utilize information in OW systems and databases), as well as any data products flowing to or from EPA information resources, must adhere to data standards detailed in the EDR.

3.5 Monitoring information in STORET [<http://www.epa.gov/storet>].

Any ambient water quality, chemical, physical, biological, sediment, tissue and ecological monitoring data collected as part of a contract or grant or cooperative agreement activities must be entered into STORET or made available to EPA in a STORET compatible format.

3.6 National Hydrography Dataset (NHD) Indexing [<http://www.epa.gov/waters>].

Data related to OW programs that is required to meet the EPA Latitude/Longitude Standard shall also be indexed to the NHD, using EPA OW standard formats available on the WATERS website. Exceptions include groundwater data and data that is related to points greater than two miles from the United States coastline. The WATERS website describes EPA tools and training that are available for NHD indexing.

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ATTACHMENT 2

REPORTS OF WORK

REPORTS OF WORK

1. TASK ORDER REPORTS

The contractor shall submit reports identified in individual task orders. Most, if not all, task orders will require their own progress and cost reports. The delivery schedule, number of copies, format, and distribution will be identified in the task order. At a minimum, all task orders will require the submission of an initial work plan. Reports submitted under this contract shall reference the contract number, the task order number, and the Environmental Protection Agency as the sponsoring agency.

2. MONTHLY STATUS REPORT

By the 10th of each month, each contractor shall provide an updated status report in the following format. The report shall be complete through the last day of the preceding month. An electronic report is preferable - provided by e-mail. This report will be a running report for the entire five year contract period. Every task order awarded to a contractor will remain on this report for the duration.

Hours need not be shown for firm fixed price task orders.

The last column (\$/% SB) will show the dollar and percent of total price represented by the small business utilization in that task order. During the course of actual performance, contractor's best estimates are acceptable but figures shall represent actual utilization upon completion of task order.

AWARD	DELIVERY		PERCENT		DATE F I N A L	
TO#	DATE	DATE	COST	HOURS	COMPLETE	COMPLETION SB
						\$/%

Distribute reports as follows:

<u>No. of Copies:</u>	<u>Addressee:</u>
1	Project Officer
1	Contracting Officer

ATTACHMENT 3

TECHNICAL EVALUATION CRITERIA

**Technical Support for the National Watershed Protection Program
Using Point and Nonpoint Source Water Pollution Controls
and Total Maximum Daily Loads**

PR-CI-10515

TECHNICAL EVALUATION CRITERIA

CRITERIA SUMMARY:

WEIGHTS:

- | | | |
|----|--|------------|
| A. | Past Performance | 250 points |
| B. | Demonstrated Corporate Experience | 250 points |
| C. | Demonstrated Qualifications of P4 and P3 Personnel | 500 points |

A. PAST PERFORMANCE

250 POINTS

Demonstrated performance on all, or at least five, contracts and/or subcontracts of a type of work similar to the requirements of the Statement of Work performed during the past three years, including active contracts and subcontracts, in the areas outlined in the Attachment entitled “Past Performance Questionnaire,” such as quality of products or services, timeliness of performance, cost control, and customer satisfaction.

B. DEMONSTRATED CORPORATE EXPERIENCE

250 POINTS

1. TECHNICAL EXPERIENCE

Demonstrated corporate experience in fulfilling the technical requirements of contracts of similar size and technical scope as that specified in this solicitation.

2. MANAGEMENT EXPERIENCE

Demonstrated corporate experience in managing contracts of similar size and complexity as that specified in this solicitation.

**C. DEMONSTRATED QUALIFICATIONS AND AVAILABILITY
OF PROPOSED P4 and P3 PERSONNEL**

500 POINTS

Demonstrated qualifications, education, experience, and availability of the P4 and P3 personnel that will be used in the performance of this contract. In addition, the proposed Project Manager will be evaluated for his or her demonstrated technical qualifications and experience in the specific technical areas covered by the Statement of Work as well as his or her demonstrated managerial qualifications and experience in successfully managing contracts of a similar size and type.

TOTAL POINTS

1000

ATTACHMENT 4

TECHNICAL PROPOSAL INSTRUCTIONS

TECHNICAL PROPOSAL INSTRUCTIONS
NATIONAL WATERSHED PROTECTION PROGRAM

1. **TECHNICAL PROPOSALS SHALL BE LIMITED TO A TOTAL OF 150 SINGLE SPACED, TYPED PAGES INCLUDING CONTENTS PAGES, SUPPORTING APPENDICES AND RESUMES. PAPER SIZE SHALL BE 8 1/2 X 11. PAGES SHALL HAVE A ONE INCH MARGIN ON ALL SIDES. TYPE SHALL NOT BE SMALLER THAN 11 POINT TIMES NEW ROMAN FONT, OR SIMILAR, FOR TEXT AND 9 POINT FOR TABLES. ANY INFORMATION CONTAINED ON PAGES THAT EXCEED THE PAGE LIMIT SHALL NOT BE EVALUATED.**
2. The information required by the provision in Section L entitled, PAST PERFORMANCE INFORMATION and the Quality Management Plan are excluded from the page limit specified above and shall be submitted as separate parts of the technical proposal.
3. Past performance information may be submitted prior to submission of the technical proposal.
4. Technical evaluation of proposals will be based on the Technical Evaluation Criteria in Attachment 3.
5. The Offeror's technical proposal must be prepared as a separate part of the total proposal package, and shall be specific and sufficiently detailed to allow a complete evaluation of the method for satisfying the requirements set forth in this RFP. All cost or pricing details shall be omitted from the technical proposal.
6. The technical proposal shall comprehensively address each of the criteria described in Attachment 3, "Technical Evaluation Criteria," and shall be prepared in exactly the same order, using the same numbering system for all criteria and sub-criteria. Include all material that is to be evaluated under the appropriate individual criterion and sub-criterion.
7. **CRITERION A - PAST PERFORMANCE**

Criterion A is established to evaluate information which the Government will elicit from various sources regarding their contractual experience with the offeror. List the last five contracts and

subcontracts completed during the last three years and list all contracts and subcontracts currently in process. Refer to the Section L provision entitled, "PAST PERFORMANCE INFORMATION" for a description of the information that must be included for each contract and subcontract.

8. CRITERION B - DEMONSTRATED CORPORATE EXPERIENCE

This criterion is established to evaluate the prime's (and any proposed subcontractor's) corporate experience. In describing past corporate experience, include a description of the project, the size in dollars and level of effort, the sponsor, the dates of performance, the role the offeror assumed in the overall performance, and any other information that would serve to establish the offeror's technical and managerial ability to fulfill the requirements of this RFP. Relevancy of a project will begin to diminish after five years so offerors should report only those projects completed within the past five years and current ongoing projects. Corporate technical and management experience will each carry approximately the same weight.

9. CRITERION C - DEMONSTRATED QUALIFICATIONS, EXPERIENCE, AND AVAILABILITY OF PROPOSED P4 and P3 PERSONNEL

This criterion is established to evaluate the qualifications, experience, and availability of proposed technical personnel (including the Project Manager) in P4 and P3 categories. The rating of the Project Manager will carry a substantially higher weight than any other individual proposed personnel. Resumes for the proposed personnel should be included in an attachment.

For all proposed P4 and P3 personnel the following information shall be provided, with items a, b, c, and d presented in a simple table format. Resumes for the proposed personnel should be included in an appendix.

- a. Name, Professional Level, and Job Title
- b. Proposed role under the contract
- c. Percent of time available for the contract
- d. Degree(s) held and corresponding field of study (e.g., BS in chemical engineering)
- e. Specific project experience which relates directly to the type of work specified in the Statement of Work*
- f. Job responsibility for project experience described in item e*
- g. Time dedicated to each project in item e
- h. Beginning and ending date of each project in item e
- i. Current project commitments, including percent of time for each current project, and duration of each project.

- * It is not sufficient to merely state that an individual worked on a project.
WHAT DID SHE/HE DO?

PROJECTMANAGER ONLY – Additional information related to the proposed Project Manager must include the following items listed under Technical Experience and Management Experience:

Technical Experience:

The proposed Project Manager will be evaluated on technical experience and education as follows:

- a. educational degrees held and field of study
- b. specific project experience related to the SOW areas discussed in Criterion C above of these Technical Proposal Instructions

For each item in b., provide:

- c. job responsibility
- d. time dedicated to the project
- e. beginning and end dates of project

Also provide:

- f. current project commitments, including percent of time for each current project and duration of each project

Management Experience:

The proposed Project Manager will be evaluated on Management Experience as discussed below.

For work meeting the requirements listed as General Qualifications, above, the following shall be listed for the proposed Project Manager :

- a. specific experience examples in managing this type of contract—description of each project
- b. project manager's name, Professional Level, and job title for the particular work example

For each item mentioned in a., provide

- c. job responsibility
- d. time dedicated to each item
- e. beginning and ending dates of each project
- f. number of technical personnel supervised

- g. number of work assignments managed
- h. sponsor of each contract item
- i. cost of each contract item

ATTACHMENT 5

COST PROPOSAL INSTRUCTIONS

DEVELOPMENT OF COST/PRICING PROPOSAL

PR-CI-02-10515

The following paragraphs supplement the instructions set forth in the provision entitled "Instructions for the Preparation of Technical and Cost or Pricing Proposals". Three copies of the price proposals shall be submitted and numbered 1 OF 3, 2 OF 3 and 3 of 3 on the front cover of the proposal.

The minimum requirement for each contract will be \$500,000. The maximum for each contract will be \$95,000,000 (minus \$500,000 for each multiple award made more than one).

NOTE: In addition to the following information on fixed hourly rates, offerors shall provide a section on their current indirect rates (fringe benefits, labor overhead, G&A, etc.) applicable to potential cost type contracts/task orders. This information shall clearly state the base for each indirect rate and offerors shall provide their most current supporting documentation approving use of those indirect rates for pricing purposes. For the following potential Other Direct Costs (ODC), offerors shall indicate whether each are normally charged direct or indirect: Travel, equipment rental, telephone, reproduction, internet, supplies, and postage.

1. For price evaluation purposes, offerors shall propose fixed hourly rates for the following skills at the following levels and hours per year. These fixed hourly rates shall include any and all of the contractor's direct labor cost, indirect costs, and fee or profit. These fixed rates shall then be in effect for the entire ordering period of this contract for all fixed rated task orders. Hourly rates shall be valid for each calendar year covered by award of this contract with the exception that the first years rates shall be valid from date of contract award (estimated to be September 15, 2002) through December 31, 2003. Contractors will also propose rates for 2004, 2005, 2006, and 2007 (but note that the ordering period ends on September 14, 2007). The hours just below represent a consolidated look at the hours that are to be used for proposal preparation. The breakout of hours to be proposed for the Prime contractor and its team of subcontractors shall be presented in a format as shown in paragraph 2 below. Hourly rates shall be provided in the multi-page format shown in paragraph 3 below :

<u>LEVELS</u>	<u>OCCUPATION</u>	<u>HOURS PER YEAR</u>	<u>TOTAL HOURS</u>
P IV	Project Manager	2,000	10,000
	Water Resource Engineer	14,000	70,000
	Environmental Scientist	14,000	70,000
	Chemist	14,000	70,000
	Biologist	12,000	60,000
	Systems Analyst/Programmer	10,000	50,000
P III	Environmental Specialist	14,000	70,000
	Environmental Planner	10,000	50,000
	Chemist	14,000	70,000
	Biologist	14,000	70,000
	Systems Analyst/Programmer	6,000	30,000
	Graphics/Editorial/Public Outreach Specialist	3,000	15,000
P II	Water Resource Engineer	12,000	60,000
	Biologist	12,000	60,000
	Ecologist	8,000	40,000
	Systems Analyst/Programmer	4,000	20,000
	Computer Graphics Designer	3,000	15,000
P I	Environmental Specialist	8,000	40,000
	Environmental Planning Specialist	7,000	35,000
	Computer Graphics Specialist	7,000	35,000
	Technical Editor	6,000	30,000
	Public Education Information Specialist	7,000	35,000
TOTAL		<u>201,000</u>	<u>1,005,000</u>

2. The following format is provided as a guideline in preparing the chart depicting the consolidated distribution of hours between the Prime contractor and its team of subcontractors. This chart may be presented in landscape format on legal size paper. Each labor category listed in paragraph 1 above must be totally accounted for. THIS CHART, CONTAINING ONLY HOURS, SHOULD BE INCLUDED IN BOTH THE TECHNICAL PROPOSAL AND THE PRICING PROPOSAL.

	Prime Contractor	Subcontractor A	Subcontractor B	Subcontractor C	Total
--	------------------	-----------------	-----------------	-----------------	-------

Labor Category

P4 Job Title (See para. 1 above)

P3 Job Title (See para. 1 above)

P2 Job title (See para. 1 above)

P1 Job Title (See para. 1 above)

3. The following pages depict how hourly rates are to be provided for this proposal. The first several pages will capture total team hours. Weighted averages shall be total cost divided by total hours. Subsequent pages shall be submitted for each contractor or subcontractor.

TOTAL TEAM HOURS

<u>LEVELS</u>	<u>OCCUPATION</u>	<u>TOTAL HOURS</u>	<u>TOTAL COST</u>
P IV	Project Manager	10,000	
	Water Resource Engineer	70,000	
	Environmental Scientist	70,000	
	Chemist	70,000	
	Biologist	60,000	
	Systems Analyst/Programmer	50,000	
P III	Environmental Specialist	70,000	
	Environmental Planner	50,000	
	Chemist	70,000	
	Biologist	70,000	
	Systems Analyst/Programmer	30,000	
	Graphics/Editorial/Public Outreach Specialist	15,000	
P II	Water Resource Engineer	60,000	
	Biologist	60,000	
	Ecologist	40,000	
	Systems Analyst/Programmer	20,000	
	Computer Graphics Designer	15,000	
P I	Environmental Specialist	40,000	
	Environmental Planning Specialist	35,000	
	Computer Graphics Specialist	35,000	
	Technical Editor	30,000	
	Public Education Information Specialist	35,000	
TOTAL		<u>1,005,000</u>	<hr/>

2002-2003 TEAM HOURS

<u>LEVELS</u>	<u>OCCUPATION</u>	<u>HOURS</u>	<u>TOTAL COST</u>	<u>WEIGHTED AVG</u>
P IV	Project Manager	2,000		
	Water Resource Engineer	14,000		
	Environmental Scientist	14,000		
	Chemist	14,000		
	Biologist	12,000		
	Systems Analyst/Programmer	10,000		
P III	Environmental Specialist	14,000		
	Environmental Planner	10,000		
	Chemist	14,000		
	Biologist	14,000		
	Systems Analyst/Programmer	6,000		
	Graphics/Editorial/Public Outreach Specialist	3,000		
P II	Water Resource Engineer	12,000		
	Biologist	12,000		
	Ecologist	8,000		
	Systems Analyst/Programmer	4,000		
	Computer Graphics Designer	3,000		
P I	Environmental Specialist	8,000		
	Environmental Planning Specialist	7,000		
	Computer Graphics Specialist	7,000		
	Technical Editor	6,000		
	Public Education Information Specialist	7,000		
TOTAL		<u>201,000</u>		

2004 TEAM HOURS

<u>LEVELS</u>	<u>OCCUPATION</u>	<u>HOURS</u>	<u>TOTAL COST</u>	<u>WEIGHTED AVG</u>
P IV	Project Manager	2,000		
	Water Resource Engineer	14,000		
	Environmental Scientist	14,000		
	Chemist	14,000		
	Biologist	12,000		
	Systems Analyst/Programmer	10,000		
P III	Environmental Specialist	14,000		
	Environmental Planner	10,000		
	Chemist	14,000		
	Biologist	14,000		
	Systems Analyst/Programmer	6,000		
	Graphics/Editorial/Public Outreach Specialist	3,000		
P II	Water Resource Engineer	12,000		
	Biologist	12,000		
	Ecologist	8,000		
	Systems Analyst/Programmer	4,000		
	Computer Graphics Designer	3,000		
P I	Environmental Specialist	8,000		
	Environmental Planning Specialist	7,000		
	Computer Graphics Specialist	7,000		
	Technical Editor	6,000		
	Public Education Information Specialist	7,000		
TOTAL		<u>201,000</u>		

2005 TEAM HOURS

<u>LEVELS</u>	<u>OCCUPATION</u>	<u>HOURS</u>	<u>TOTAL COST</u>	<u>WEIGHTED AVG</u>
P IV	Project Manager	2,000		
	Water Resource Engineer	14,000		
	Environmental Scientist	14,000		
	Chemist	14,000		
	Biologist	12,000		
	Systems Analyst/Programmer	10,000		
P III	Environmental Specialist	14,000		
	Environmental Planner	10,000		
	Chemist	14,000		
	Biologist	14,000		
	Systems Analyst/Programmer	6,000		
	Graphics/Editorial/Public Outreach Specialist	3,000		
P II	Water Resource Engineer	12,000		
	Biologist	12,000		
	Ecologist	8,000		
	Systems Analyst/Programmer	4,000		
	Computer Graphics Designer	3,000		
P I	Environmental Specialist	8,000		
	Environmental Planning Specialist	7,000		
	Computer Graphics Specialist	7,000		
	Technical Editor	6,000		
	Public Education Information Specialist	7,000		
TOTAL		<u>201,000</u>		

2006 TEAM HOURS

<u>LEVELS</u>	<u>OCCUPATION</u>	<u>HOURS</u>	<u>TOTAL COST</u>	<u>WEIGHTED AVG</u>
P IV	Project Manager	2,000		
	Water Resource Engineer	14,000		
	Environmental Scientist	14,000		
	Chemist	14,000		
	Biologist	12,000		
	Systems Analyst/Programmer	10,000		
P III	Environmental Specialist	14,000		
	Environmental Planner	10,000		
	Chemist	14,000		
	Biologist	14,000		
	Systems Analyst/Programmer	6,000		
	Graphics/Editorial/Public Outreach Specialist	3,000		
P II	Water Resource Engineer	12,000		
	Biologist	12,000		
	Ecologist	8,000		
	Systems Analyst/Programmer	4,000		
	Computer Graphics Designer	3,000		
P I	Environmental Specialist	8,000		
	Environmental Planning Specialist	7,000		
	Computer Graphics Specialist	7,000		
	Technical Editor	6,000		
	Public Education Information Specialist	7,000		
TOTAL		<u>201,000</u>		

2007 TEAM HOURS

<u>LEVELS</u>	<u>OCCUPATION</u>	<u>HOURS</u>	<u>TOTAL COST</u>	<u>WEIGHTED AVG</u>
P IV	Project Manager	2,000		
	Water Resource Engineer	14,000		
	Environmental Scientist	14,000		
	Chemist	14,000		
	Biologist	12,000		
	Systems Analyst/Programmer	10,000		
P III	Environmental Specialist	14,000		
	Environmental Planner	10,000		
	Chemist	14,000		
	Biologist	14,000		
	Systems Analyst/Programmer	6,000		
	Graphics/Editorial/Public Outreach Specialist	3,000		
P II	Water Resource Engineer	12,000		
	Biologist	12,000		
	Ecologist	8,000		
	Systems Analyst/Programmer	4,000		
	Computer Graphics Designer	3,000		
P I	Environmental Specialist	8,000		
	Environmental Planning Specialist	7,000		
	Computer Graphics Specialist	7,000		
	Technical Editor	6,000		
	Public Education Information Specialist	7,000		
TOTAL		<u>201,000</u>		

TOTAL PRIME CONTRACTOR HOURS

<u>LEVELS</u>	<u>OCCUPATION</u>	<u>HOURS</u>	<u>TOTAL COST</u>	<u>WEIGHTED AVG</u>
P IV	Project Manager Water Resource Engineer Environmental Scientist Chemist Biologist Systems Analyst/Programmer			
P III	Environmental Specialist Environmental Planner Chemist Biologist Systems Analyst/Programmer Graphics/Editorial/Public Outreach Specialist			
P II	Water Resource Engineer Biologist Ecologist Systems Analyst/Programmer Computer Graphics Designer			
P I	Environmental Specialist Environmental Planning Specialist Computer Graphics Specialist Technical Editor Public Education Information Specialist			
TOTAL			<hr/>	

2002-2003 PRIME CONTRACTOR HOURS

<u>LEVELS</u>	<u>OCCUPATION</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL COST</u>
P IV	Project Manager Water Resource Engineer Environmental Scientist Chemist Biologist Systems Analyst/Programmer			
P III	Environmental Specialist Environmental Planner Chemist Biologist Systems Analyst/Programmer Graphics/Editorial/Public Outreach Specialist			
P II	Water Resource Engineer Biologist Ecologist Systems Analyst/Programmer Computer Graphics Designer			
P I	Environmental Specialist Environmental Planning Specialist Computer Graphics Specialist Technical Editor Public Education Information Specialist			
TOTAL				<hr/>

2004 PRIME CONTRACTOR HOURS

<u>LEVELS</u>	<u>OCCUPATION</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL COST</u>
P IV	Project Manager Water Resource Engineer Environmental Scientist Chemist Biologist Systems Analyst/Programmer			
P III	Environmental Specialist Environmental Planner Chemist Biologist Systems Analyst/Programmer Graphics/Editorial/Public Outreach Specialist			
P II	Water Resource Engineer Biologist Ecologist Systems Analyst/Programmer Computer Graphics Designer			
P I	Environmental Specialist Environmental Planning Specialist Computer Graphics Specialist Technical Editor Public Education Information Specialist			
TOTAL				<hr/>

2005 PRIME CONTRACTOR HOURS

<u>LEVELS</u>	<u>OCCUPATION</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL COST</u>
P IV	Project Manager Water Resource Engineer Environmental Scientist Chemist Biologist Systems Analyst/Programmer			
P III	Environmental Specialist Environmental Planner Chemist Biologist Systems Analyst/Programmer Graphics/Editorial/Public Outreach Specialist			
P II	Water Resource Engineer Biologist Ecologist Systems Analyst/Programmer Computer Graphics Designer			
P I	Environmental Specialist Environmental Planning Specialist Computer Graphics Specialist Technical Editor Public Education Information Specialist			
TOTAL				<hr/>

2006 PRIME CONTRACTOR HOURS

<u>LEVELS</u>	<u>OCCUPATION</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL COST</u>
P IV	Project Manager Water Resource Engineer Environmental Scientist Chemist Biologist Systems Analyst/Programmer			
P III	Environmental Specialist Environmental Planner Chemist Biologist Systems Analyst/Programmer Graphics/Editorial/Public Outreach Specialist			
P II	Water Resource Engineer Biologist Ecologist Systems Analyst/Programmer Computer Graphics Designer			
P I	Environmental Specialist Environmental Planning Specialist Computer Graphics Specialist Technical Editor Public Education Information Specialist			
TOTAL				<hr/>

2007 PRIME CONTRACTOR HOURS

<u>LEVELS</u>	<u>OCCUPATION</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL COST</u>
P IV	Project Manager Water Resource Engineer Environmental Scientist Chemist Biologist Systems Analyst/Programmer			
P III	Environmental Specialist Environmental Planner Chemist Biologist Systems Analyst/Programmer Graphics/Editorial/Public Outreach Specialist			
P II	Water Resource Engineer Biologist Ecologist Systems Analyst/Programmer Computer Graphics Designer			
P I	Environmental Specialist Environmental Planning Specialist Computer Graphics Specialist Technical Editor Public Education Information Specialist			
TOTAL				

TOTAL SUBCONTRACTOR HOURS

<u>LEVELS</u>	<u>OCCUPATION</u>	<u>HOURS</u>	<u>TOTAL COST</u>	<u>WEIGHTED AVG</u>
P IV	Project Manager Water Resource Engineer Environmental Scientist Chemist Biologist Systems Analyst/Programmer			
P III	Environmental Specialist Environmental Planner Chemist Biologist Systems Analyst/Programmer Graphics/Editorial/Public Outreach Specialist			
P II	Water Resource Engineer Biologist Ecologist Systems Analyst/Programmer Computer Graphics Designer			
P I	Environmental Specialist Environmental Planning Specialist Computer Graphics Specialist Technical Editor Public Education Information Specialist			
TOTAL			<hr/>	

2002-2003 SUBCONTRACTOR HOURS

<u>LEVELS</u>	<u>OCCUPATION</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL COST</u>
P IV	Project Manager Water Resource Engineer Environmental Scientist Chemist Biologist Systems Analyst/Programmer			
P III	Environmental Specialist Environmental Planner Chemist Biologist Systems Analyst/Programmer Graphics/Editorial/Public Outreach Specialist			
P II	Water Resource Engineer Biologist Ecologist Systems Analyst/Programmer Computer Graphics Designer			
P I	Environmental Specialist Environmental Planning Specialist Computer Graphics Specialist Technical Editor Public Education Information Specialist			
TOTAL				<hr/>

2004 SUBCONTRACTOR HOURS

<u>LEVELS</u>	<u>OCCUPATION</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL COST</u>
P IV	Project Manager Water Resource Engineer Environmental Scientist Chemist Biologist Systems Analyst/Programmer			
P III	Environmental Specialist Environmental Planner Chemist Biologist Systems Analyst/Programmer Graphics/Editorial/Public Outreach Specialist			
P II	Water Resource Engineer Biologist Ecologist Systems Analyst/Programmer Computer Graphics Designer			
P I	Environmental Specialist Environmental Planning Specialist Computer Graphics Specialist Technical Editor Public Education Information Specialist			
TOTAL				<hr/>

2005 SUBCONTRACTOR HOURS

<u>LEVELS</u>	<u>OCCUPATION</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL COST</u>
P IV	Project Manager Water Resource Engineer Environmental Scientist Chemist Biologist Systems Analyst/Programmer			
P III	Environmental Specialist Environmental Planner Chemist Biologist Systems Analyst/Programmer Graphics/Editorial/Public Outreach Specialist			
P II	Water Resource Engineer Biologist Ecologist Systems Analyst/Programmer Computer Graphics Designer			
P I	Environmental Specialist Environmental Planning Specialist Computer Graphics Specialist Technical Editor Public Education Information Specialist			
TOTAL				<hr/>

2006 SUBCONTRACTOR HOURS

<u>LEVELS</u>	<u>OCCUPATION</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL COST</u>
P IV	Project Manager Water Resource Engineer Environmental Scientist Chemist Biologist Systems Analyst/Programmer			
P III	Environmental Specialist Environmental Planner Chemist Biologist Systems Analyst/Programmer Graphics/Editorial/Public Outreach Specialist			
P II	Water Resource Engineer Biologist Ecologist Systems Analyst/Programmer Computer Graphics Designer			
P I	Environmental Specialist Environmental Planning Specialist Computer Graphics Specialist Technical Editor Public Education Information Specialist			
TOTAL				<hr/>

2007 SUBCONTRACTOR HOURS

<u>LEVELS</u>	<u>OCCUPATION</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL COST</u>
P IV	Project Manager Water Resource Engineer Environmental Scientist Chemist Biologist Systems Analyst/Programmer			
P III	Environmental Specialist Environmental Planner Chemist Biologist Systems Analyst/Programmer Graphics/Editorial/Public Outreach Specialist			
P II	Water Resource Engineer Biologist Ecologist Systems Analyst/Programmer Computer Graphics Designer			
P I	Environmental Specialist Environmental Planning Specialist Computer Graphics Specialist Technical Editor Public Education Information Specialist			
TOTAL				<hr/>

ATTACHMENT 6

PAST PERFORMANCE QUESTIONNAIRE

PAST PERFORMANCE QUESTIONNAIRE FOR AN INDIVIDUAL CONTRACT

Name of Offeror: _____

Contract Information (Supplied by offeror in proposal, or obtained by EPA)

Evaluator's Organization:

Contract Number:

Contract Title:

Contract Value:

Type of Contract:

Period of Performance:

The ratings indicated below are to be supplied by the evaluator identified above and **not** the offeror.

Performance Elements	OUTSTANDING	EXCELLENT	GOOD	FAIR	POOR	COMMENTS
1. Quality of Product Or Service						
2. Cost Control						
3. Timeliness of Performance						
4. Business Relations *						
5. Meeting SDB Subcontracting Requirements						
6. Overall Performance						

*Effective management, including subcontracts; reasonable/cooperative behavior; responsive to contract requirements; notification of problems; flexibility; pro-active versus reactive; effective small/small disadvantage business subcontracting program.

7. Please identify corporate affiliations that you have with the offeror, if any.

8. Would you do business with the offeror again?

9. Information provided by:

Name of Source _____

Title _____

Date _____

Address _____

Phone number _____

10. Questionnaire received by:

Name of EPA
Employee _____

Title _____

Date _____

Signature _____

ATTACHMENT 7

CLIENT AUTHORIZATION LETTER

ATTACHMENT 8

CLIENT AUTHORIZATION LETTER

(Address)

Dear "Client":

We are currently responding to the Environmental Protection Agency RFP No. PR-CI-00-_____ for _____. The EPA is placing increased emphasis in their acquisitions on past performance as a source selection factor. EPA requires offerors to inform references identified in proposals that EPA may contact them about past performance information.

If you are contacted by EPA for information on work we have performed under contract for your company, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Any questions may be directed to:

Sincerely,

ATTACHMENT 8

INVOICE PREPARATION INSTRUCTIONS

INVOICE PREPARATION INSTRUCTIONS
SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.
- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page ____ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL

VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official)

(Title)

(13) **Quantity; Unit Price** - insert for supply contracts.

(14) **Amount** - insert the amount claimed for the period indicated in (11) above.

INVOICE PREPARATION INSTRUCTIONS
SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by contractor labor category the number of hours, hourly rate and total dollars billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - by subcontractor, provide detailed supporting schedules of each element of cost as provided herein for prime contract costs.

Other Direct Costs - identify by item the quantities, unit prices, and total dollars billed.

Consultants - by consultant, detailed supporting schedules of each element of cost.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by labor category the number of hours, fixed hourly rate, and total dollars billed for the period in the invoice.

Subcontracts - by subcontractor, provide detailed supporting schedules of each element of cost as provided herein for prime contract costs.

Other Direct Costs - identify by item the quantities, unit prices, and total dollars billed.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Consultants - by consultant, detailed supporting schedules of each element of cost.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars

billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules.

NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been

incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts

separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

ATTACHMENT 9

MINIMUM STANDARDS FOR AN OCI PLAN

MINIMUM STANDARDS FOR EPA CONTRACTORS' CONFLICT OF INTEREST PLANS

1. PURPOSE

The Environmental Protection Agency (EPA) has identified a need to avoid, neutralize, or mitigate actual and potential contractor conflicts of interest (COI). In order to avoid, neutralize, or mitigate conflicts, contractors are required to have a COI plan for identifying and reporting actual and potential COI. The purpose of this clause is to set forth the minimum standards for a contractor's COI plan. The contracting officer may require the contractor to provide additional information if necessary.

2. COI PLAN

The contractor's COI Plan is a document which describes the procedures a company uses to identify and report COI. Generally, a contractor's corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a conflict is identified. The plan will be evaluated and approved by the applicable EPA Contracting Officer (CO) if the COI Plan meets the EPA's minimum requirements for identifying and reporting COI. Contractors' COI Plans shall be identified by a version number and date, as appropriate. EPA shall be advised of the version number and date, as the CO may, but is not required to, accept the same version of a COI Plan previously approved by another CO, when appropriate.

3. MINIMUM STANDARDS FOR CONTRACTORS' COI PLANS

A. Company Structure

The COI Plan shall detail the structure of the contractor's business organization, including any parent, affiliates, subsidiaries, and/or sister companies. Generally, this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would actually or potentially create a conflict. In such a case, relationships beyond three tiers must also be included in the COI Plan. Contractors shall report changes in their corporate structure to the Agency throughout contract performance.

Contractors shall include a company profile within their COI Plans. The profile shall discuss all pertinent information relevant to COI including a summary of the contractor's primary and/or environmental business functions, relationships, and activities.

B. Searching and Identifying COI

The COI Plan shall describe in detail the contractor's procedures for searching for and identifying COI, including, when searches are performed, who performs the searches, and how the searches are performed. The searching requirement shall encompass all work related to all clients for whom work was performed over the past 36 months, all current work, all sites (if applicable), and any future work reflected in marketing proposals. If the Contractor is aware of or has reason to believe that there exists, or may exist, an actual or potential COI created by the Contractor's related organizations (including parent

company, sister companies, affiliates, and subsidiaries), the Contractor shall include in its COI Plan the process by which the Contractor shall identify actual or potential COIs that may arise.

Contractors must search their records over the past 36 months from time of receipt of the work from EPA. However, EPA encourages contractors to search back as far as a company's records cover, if possible.

C. Data Base

The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months or through all available records for a new company until 36 months of records are accumulated), current work, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system. However, the data base shall contain, at a minimum, the following information and capabilities.

- (1) a list of the company's past and current (public and private) clients;
- (2) a description of the type(s) of work that was performed and any other pertinent information;
- (3) a list of the past sites on which the contractor has worked (when applicable);
- (4) a list of site name(s) (when applicable) related to any work performed;
- (5) the ability to search and retrieve the information in the data base;
- (6) the dollar value of work performed; and
- (7) a list of work the company may be pursuing in the future.

When applicable, the COI Plan shall include provisions for supplemental searches of parent's, affiliates', subsidiaries', or sister companies' records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues, for example, a routine E-mail notice to managers when new work is received requesting the managers to identify any conflict with the new work for which they may have personal knowledge.

D. Personal Certification

At a minimum, the COI Plan shall require ALL employees of the contractor performing work under an EPA contract, including work on a site, work relating to a site, work pertaining to a CERCLA/RCRA action, or work that may endanger a CERCLA enforcement action, to sign a personal certification. EPA recommends a policy whereby all company employees are required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require, at a minimum, that the individual agrees to report to the proper contractor authority any personal COI and that the individual has read and understands the contractor's COI plan and procedures. Employee certifications shall be retained by the contractor.

E. Work Assignment (WA), Technical Direction Document (TDD), or Delivery Order (DO)) Notification and Certification

If the contract contains a requirement for COI notifications (EPAAR 1552.209-71) and/or WAs, TOs, TDDs, or DOs

certifications (EPAAR 1552.211-74), the COI Plan shall describe the contractor's process for meeting the Agency's notification requirement prior to beginning work and for submission of the contractor's certification in response to work ordered within 20 days of receipt of the EPA work.

F. Annual Certification

If the contract contains a requirement for an annual COI certification (EPAAR 1552.209-75), the COI Plan shall describe the process the EPA requires for this annual submission.

G. Notification and Documentation

The COI Plan shall clearly identify the contractor official responsible for making COI determinations. Generally, this official shall be in a mid-level or upper level management position. The responsible official shall be free of any personal conflicts for the purpose of making COI determinations, e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts.

The COI plan shall identify in detail the contractor's procedures to be followed when notifying the EPA of any COI and the actions that the contractor has taken or will take to avoid, neutralize or mitigate a COI. In addition, the contractor shall document all COI searches related to EPA work, whether or NOT a COI has been identified.

H. Training

The COI Plans shall require all contractor employees to receive basic COI training. Further, each employee must receive COI awareness training at least annually, including, at a minimum, a review of the COI certification language and any changes that may have occurred in the contractor's COI Plan or Government COI regulations. The contractor shall make its COI Plan available for all employees to review. In addition, contractors are encouraged to routinely disseminate to their employees current COI information.

I. Subcontractors' COI Plans

The COI plan shall describe the process and mechanism by which the contractor will monitor its subcontractors to ensure that all subcontractors comply with the COI provisions in their subcontracts. Subcontractors must identify and report COI as well as submit Limitation of Future Contracting (LOFC) requests for approval.

ATTACHMENT 10

CODES OF INDUSTRIES

The list of industries eligible for the 10% price evaluation adjustment are listed on the home page for this solicitation.